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The Solicitors' Journal and Reporter

LONDON, APRIL 23, 1898.

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CURRENT TOPICS.

WE PRINT elsewhere new rules under the Solicitors Act, 1888, which enable evidence in proceedings before the Discipline Committee to be taken in certain cases by affidavit. At present the practice is for all evidence to be taken by oral examination, although affidavit evidence is allowed to be used when the report of the committee is brought before the court. It is now provided that in any case in which the solicitor does not appear and the committee determine to proceed in his absence, and in any other case with the consent in writing of the solicitor, the committee may, either as to the whole case or as to any particular facts, receive evidence given by affidavit. For this purpose the affidavit upon which the application is made will be available. Considering the nature of the charges which come before the committee and the importance of requiring strict proof, it is clear that this power of taking evidence by affidavit will have to be used with caution. It is to be observed, however, that the committee can only proceed in the absence of the solicitor if, having regard to all the circumstances of the case, they are of opinion that such absence is the result of gross negligence or of an intention to avoid or delay proceedings.

THE APPEAL list for the Easter Sittings contains 187 appeals, of which 44 are from the Chancery Division, 6 from the Probate, &c., Division, 119 from the Queen's Bench Division; and there are also 4 appeals in bankruptcy and 14 cases in the New Trial Paper. This is a considerable advance from the last sittings, at the commencement of which there were 165 appeals, and a still greater increase on the number a year ago, when there were only 85 appeals.

THE LISTS of the Chancery Division shew some reduction, no doubt due to the assistance rendered in the trial of witness actions during the last sittings of the judges of the Probate, &c., Division. There are 205 matters before NORTH, J., 174 before STIRLING, J., 84 before KIRKWOOD, J. (this learned judge always manages to keep down his lists, and his

matters other than witness actions number 16 only), 167 before ROMER, J., 19 witness actions transferred to BARNES, J., and 36 witness actions transferred to BYRN, J., making a total of 685 causes and matters for hearing, as against 719 at the commencement of the last sittings and 667 a year ago. There are 93 company matters before Mr. Justice WRIGHT.

THE QUEEN'S Bench Division lists contain 633 actions for trial, as against 831 at the commencement of last sittings and 801 a year ago. There are 120 matters for a Divisional Court and 19 appeals in bankruptcy.

THE COUNCIL of the Incorporated Law Society are continuing the work which they have recently undertaken of furnishing the members of the society with manuals likely to be of service to them. They propose to follow their recent issue of the "Handbook to the Incorporated Law Society" with a book of 120 pages, containing a selection of cases affecting solicitors, including cases reported up to the end of Trinity Term, 1896. The digest is divided into headings dealing with retainer and authorities, duties, privileges, general lien, particular lien, solicitor-trustees, dealings between solicitor and client, partnership authorities, agency, and solicitor and client costs; and under each of these headings the results of the leading decisions will be found stated. At the close of the work there is a summary, stating shortly the results of the decisions and containing references to them; constituting, in fact, a sort of code. The book is likely to be found extremely useful in every solicitor's office.

IT WILL BE SEEN from the report of the annual meeting of the Associated Provincial Law Societies, which we print elsewhere, that negotiations are in progress for the introduction into the Finance Bill of the present year of a clause relative to an indemnity being given in respect of the stamps on partial releases of mortgages upon a transfer, and conveyances subject to apportioned chief rents, which have not been stamped in accordance with the interpretation now put by the Inland Revenue authorities on the Stamp Act. It will be remembered that, as regards such deeds which were executed before this novel interpretation was made known, the authorities, by their circular of the 20th of February, 1895, admitted that it would "not be equitable" to require that such deeds should be adjudicated upon otherwise than in accordance with the practice prevailing at the date of their being stamped, and they intimated that if any stamp question was thereafter raised in reference to such deeds executed on or before the 31st of December, 1894, they would be prepared, without payment of further duty, to place the adjudication stamp on such deeds. The report of the recent meeting does not state whether the proposed statutory indemnity is simply intended to save the trouble of adjudication of the deeds referred to in the above-mentioned circular, or whether it is to cover deeds executed up to a later date.

A NOTICEABLE feature of the changes necessitated by the present condition of agricultural land is the adoption by the Ecclesiastical Commissioners, in the case of a sale by auction of a farm of 622 acres in Wiltshire, of a somewhat similar system of payment of purchase-money by instalments to that which has long been in vogue with regard to building land. Their scheme, as stated by the auctioneer, is the payment by the purchaser of 15 per cent. of the purchase-money on the signing of the contract; the balance of the purchase-money and interest being paid by 70 half-yearly payments, so that in 35 years the purchaser (or his successor in title) will become owner. We presume that the purchaser is to be at liberty to anticipate the instalments at a discount, but the length of time over which they extend—a whole generation—would seem likely to raise difficulties both in connection with the outstanding legal estate, and generally in dealings with the land by the purchaser. The former matter is of course less important in the case of a corporation, and it is probable that in working out the scheme the

latter matters have been provided for. It has often struck us that a somewhat modified arrangement would produce a better market for agricultural property than now exists, and we should be glad to hear from any of our readers whether the experiment has been tried by any private owner.

THE APPROACH of war between the United States and Spain—a war which must be largely of a maritime character—has led to much speculation as to the extent to which the belligerents will claim or will be allowed to exercise the right of capturing enemy's goods in neutral vessels. There is no doubt about the proposition that all capture of enemy's goods within the actual territory of a neutral State is absolutely forbidden, and it might have been supposed that neutral ships, wherever found, would have come within the protection of the rule. But in fact it has been extended only to the public vessels of a neutral State, and over these neither the right of visitation and search, of capture, nor any other belligerent right can be exercised on the high seas (Wheaton's International Law, 3rd English edition, p. 597). Private ships, however, are regarded as no part of the territory of the State to which the owners belong, and the constant usage of belligerent nations from the earliest times has subjected enemy's goods in neutral vessels to capture and condemnation as prize of war. Sometimes, indeed, special ordinances have extended this liability to the ship in which the enemy's goods are carried. This course was taken by Louis XIV. in his marine ordinance of 1681, and all vessels laden with enemy's goods were declared lawful prize of war; and for some time after that date this rule appears to have been applied both in France and Spain. The further rule that the goods of a neutral in an enemy's ship are liable to seizure is no part of international law, though of course the presence there of the goods raises a presumption that they are enemy's property, which it lies on the owner to rebut. Here again, however, the special laws of particular States have gone beyond the law of nations, and the ordinance of Louis XIV., already referred to, confirmed the earlier French rule, which had been for a time abandoned, that the goods of a friend, laden on board the ships of an enemy, are lawful prize.

THE INCONVENIENCE of the rule under which enemy's goods are liable to seizure in neutral ships is so great that ever since the seventeenth century efforts have been made to abrogate it and to substitute the rule "free ships, free goods." The latter rule was incorporated into numerous treaties, and often in conjunction with the counter rule "enemy ships, enemy goods." As already explained, the latter rule is as much behind the principle of international law as the former rule is in advance of it, and there is no necessary connection between the two. Upon the occasion of the "Armed Neutrality" of 1780, and again in 1800, the Baltic Powers declared in favour of "free ships, free goods," without associating the objectionable rule that enemy ships make enemy goods; but the declaration obtained no support from Great Britain. The Napoleonic wars were of such a nature as to embitter the Powers against France, and they witnessed a falling away in the matter under consideration from the enlightened views which were beginning to prevail. So far as regards Great Britain and the United States, the general policy of the former was to maintain the ancient law of maritime capture, and of the latter to favour the more modern doctrine of letting the neutral flag give protection to all goods over which it flew. In the course of the present century the controversy has been closed for nearly all States by the second and third articles of the Declaration of Paris. These are: (2) The neutral flag covers enemy's goods with the exception of contraband of war; and (3) neutral goods, with the exception of contraband of war, are not liable to capture under the enemy's flag. This is an adoption, therefore, subject to the exception of contraband of war, of the rule, "free ships, free goods," without the correlative rule, "enemy ships, enemy goods." As we observed last week, the United States desired upon this point to go further than the Declaration, and they would have withdrawn their objection to the prohibition of privateering contained in the first article had the other Powers been willing to exempt from seizure all private property except

contraband of war. This, however, was not conceded, and the United States and Spain are alike at liberty to put in force the ancient laws of maritime warfare, and to search neutral ships for enemy's goods as well as to authorize the employment of privateers. It is announced that the United States will declare against privateering, and, in the interests of neutral commerce it is to be hoped that they will waive the right of search as well, except for contraband goods. It would be difficult then for Spain not to follow their example.

ASSUMING THAT the belligerents will claim to exercise the right of searching neutral vessels only for the purpose of finding and seizing goods which are contraband of war, there is still room for great doubt what articles fall within this category. GROTIUS divided goods into three classes—the first including things which are useful only for the purposes of war; the second, those which are not useful for such purposes; and the third, those which are capable of indiscriminate use in war and in peace. As to the first two classes there is no uncertainty. Goods in the first are clearly contraband, those in the second as clearly not. Goods in the third class are, according to the same authority, contraband or not according to the existing circumstances of the war. It is obvious that, on this principle, many classes of goods which are *prima facie* of a peaceful nature may become contraband if they are intended to be used in a manner which will prolong the war. Thus, although provisions generally are not contraband, yet it was laid down by Lord STOWELL in *The Jonge Margaretha* (1 C. Rob. 192) that they may become so under circumstances arising out of the peculiar situation of the war, or the condition of the parties engaged in it. But an attempt in 1793 by the English Government to extend this principle by stopping all vessels laden with corn, flour, or meal bound to any French port was followed by claims for indemnity on the part of American owners which had to be satisfied. Without laying any such sweeping embargo upon provisions or other goods destined for the maintenance of a belligerent nation, it is sufficient to use the test whether the articles are actually destined for military purposes, and provisions intended for the use of the army would be so included, but not otherwise. For practical purposes the question is of most importance, perhaps, with respect to coal. In the Franco-German war the British Government, against the remonstrance of Germany, permitted the export of coal to France, though not to the French fleet in the North Sea—and this was right. Coal is clearly a commodity which will be contraband or not according to circumstances. If destined for the use of a belligerent fleet, it is a powerful engine of war and is liable to confiscation.

A MAN NAMED BACH, of German nationality, was brought before the chief magistrate at Bow-street for extradition a few days ago under unusual circumstances. A fortnight previously he had been committed for extradition on certain charges of larceny and other offences, said to have been committed in Germany; but he had not yet been handed over to the German police, as the Extradition Act of 1870 forbids the surrender of a fugitive till the expiration of fifteen days from the date of his being committed to prison to await his surrender. During this time he has a right to apply for a writ of *habeas corpus*, and so to test the legality of his surrender, and it is the duty of the magistrate to inform him of this right. The Act further provides that a fugitive shall not be surrendered to a foreign State unless the law of that State provides that he shall not be tried for any offence committed before his extradition other than the crime on proof of which his surrender was founded. In the present case it appears that, after BACH had been committed, the German authorities discovered that he had committed a number of other offences, for which they desired to be able to try him in Germany. In order to do so, however, they were obliged to have him committed for surrender on these charges as well as on those first brought against him, and the question arose how the accused was to be brought again before the magistrate. A Secretary of State has power, at the end of the fifteen days, to issue his warrant to the gaoler ordering him to hand over the fugitive to the officers of the State which has asked for

his surrender. There, however, his jurisdiction ends, and the gaoler can only act in obedience to such a warrant or in obedience to a writ of *habeas corpus*. A writ is, of course, frequently granted in order to test the legality of the surrender, but in this case a writ was granted *ad respondendum*, ordering the governor of Holloway Prison to take his prisoner before the magistrate to answer the further charges. It is said that this is the first occasion on which this writ has been issued under such circumstances.

FEW OF the persons who sympathize with the objects of Mr. JOHN KENSIT can approve of the means he took for gaining those objects. He was convicted and fined under section 2 of 23 & 24 Vict. c. 32, which makes any person liable to a penalty who is "guilty of riotous, violent, or indecent behaviour" in a church, "whether during the celebration of Divine service or at any other time." The witnesses for the prosecution were cross-examined with the view of shewing that the service which was proceeding at the time of the disturbance was illegal. An attempt was made to stop this line of cross-examination, but the magistrate very properly held that if the prosecution charged the defendant (as they did) with misconduct during the celebration of Divine service, the defendant was entitled to shew that the service was not "Divine service" within the meaning of the Act. It was admitted by the witnesses for the prosecution that the order of the service which was disturbed could not be found in the Book of Common Prayer, but was contained in another book. Now, the Act of Uniformity (1 Eliz. c. 2, s. 4) provides that the form of worship contained in the Book of Common Prayer shall be used in all churches, and that no other form shall be used, and it makes a clergyman using other forms liable to heavy penalties. The magistrate, therefore, seems to have had ample justification in law for refusing to hold that Mr. KENSIT was guilty of misconduct during the celebration of Divine service. The statute, however, it will be seen, provides that a disturber may be punished precisely in the same way whether the disturbance took place during Divine service "or at any other time." The point therefore was of no avail in saving the defendant from the maximum penalty of £5, which he was condemned to pay.

COMPULSORY SALES AND COVENANTS RUNNING WITH THE REVERSION.

THE immense increase in our population during the past fifty or sixty years and a rapid growth in commercial prosperity, while favouring the nation as a whole, have in some few instances operated as a distinct hardship. Perhaps no class has been hit harder than landowners and their lessees. After having enjoyed years of undisturbed possession, they suddenly find themselves turned out of their belongings by some public company or body on the excuse that a railway must be run through their property, or a site be found for educational purposes. One of the earlier cases in point is that of *Baily v. De Crespigny* (L. R. 4 Q. B. 180). The facts were shortly as follows: A. leased some land to B. for a term of eighty-nine years and retained the adjoining land, covenanting that neither he nor his assigns would during the term erect any but ornamental buildings on a paddock fronting the premises demised to B. A railway company took the paddock under compulsory powers and built a station upon it. It was held that A. need not observe his covenant. "The Legislature," said HANMER, J., in delivering the judgment of the Court of Queen's Bench, "by compelling him to part with his land to a railway company whom he could not bind by any stipulation as he could an assignee chosen by himself, has created a new kind of assign such as was not in the contemplation of the parties when the contract was entered into." The lessor, indeed, was discharged on the principle, "*lex non cogit ad impossibilia*." General words do not bind a covenantor to meet a contingency which could not be reasonably supposed to be in the contemplation of the parties at the time when the covenant was made, and of such a nature was the compulsory assignment to the railway company. It was contended for the lessee that in any event the lessor was only relieved from his liability in respect of acts which the company

was required by the Act of Parliament to do, and not in respect of those which it was merely empowered to do. But this limitation was rejected. "The covenantor," continued HANNEN, J., "is equally disabled from preventing the railway company from doing those things which it is empowered to do, as those which it is required to do; why then should there be a difference in the liability of the covenantor with respect to the one and the other?"

It was further held that the covenantor could not be assumed to have received for his land an additional sum on account of its being sold free from the restrictive covenant, and hence that the lessee could not obtain compensation by calling for such sum to be handed over to him. The covenantor, indeed, was absolutely freed from liability, and the Legislature having omitted to give the covenantor a direct claim against the company, he was without remedy. "The solution of the case," HANNEN, J., concluded, "appears to be that the plaintiff is one of a numerous class of persons injured by the construction of a railway for whom the Legislature has not provided compensation." And he illustrated this by reference to the nature of the special damage claimed in the pleadings. The amenity and comfort of the demised land had, it was alleged, been diminished by reason of the prospect therefrom being interfered with, and by being overlooked by the windows of the station; and these were heads of damage for which railway companies were not in ordinary circumstances bound to give compensation, although the lessor, had he done similar acts, would have been liable on his covenant. It is, of course, otherwise where the works of the railway company cause an interference with rights which the law recognizes as attached to the enjoyment of property, and then the persons interested can obtain compensation from the company on the ground that the land has been injuriously affected (*Ricket v. Metropolitan Railway Co.*, L. R. 2 H. L. 175; *Clark v. School Board for London*, L. R. 9 Ch. 120).

In the case last mentioned the school board had purchased land over which the plaintiff had a right to light, and proceeded to build schools which interfered with the light. It was held that under the Elementary Education Act, 1870, which incorporated the purchase clauses of the Lands Clauses Act, 1845, the school board were entitled to do this, and that the remedy of the plaintiff was to claim compensation. The intention of the Legislature, said Lord SELBORNE, L.C., was to give to the school board the land required by them absolutely free from any *jus tertii* which would control their dominion over it for the purpose of the duty which they have to discharge. All outstanding rights, therefore, were extinguished in favour of the school board, though, as just stated, the extinguishment was a matter for compensation.

In *Kirby v. School Board for Harrogate* (1896, 1 Ch. 437) the doctrine that a public body purchases free from restrictive covenants was applied to the case of a voluntary sale. "It seems to me," said NORTH, J., "that the rights of a school board as against a person who can be compelled to sell to them, but who is willing to do so, are not less than they would have been if he had been unwilling to sell but had been compelled to do so"; in other words all voluntary assignments to public bodies for public purposes carry exemption from covenants entered into by the assignor, provided that the public body could have compelled assignment on refusal to enter into an ordinary agreement. The decision of NORTH, J., in that case was affirmed by the Court of Appeal, and it was at the same time held that though a restrictive covenant was put an end to by the voluntary sale, yet the covenantor could recover compensation under section 68 of the Lands Clauses Act, if he could prove actual damage, and thus shew that his land had been injuriously affected. "It would be misreading the Lands Clauses Act," said LINDLEY, L.J., "if we were to hold that a person injuriously affected by the construction of the works could not have the benefit of section 68 if the company had managed to acquire the land by agreement rather than by the exercise of their compulsory powers. I have not the slightest doubt myself that section 68 properly applies to all cases of purchase by railway companies under their powers, and to all cases of purchase by school boards under the powers conferred upon them by this Act of 1870."

The doctrine in question has recently been applied by BYRNE,

J., in *Anderson v. Manchester, Sheffield, and Lincolnshire Railway Co.* (ante, p. 396) to the case of a covenant for quiet enjoyment. The facts, shortly stated, were as follows: A. leased premises to B. for twenty-one years with a covenant for quiet enjoyment at the hands of A. and his assigns. The lease was effected in 1894. By the Manchester, Sheffield, and Lincolnshire Railway Act, 1893, the defendant company were authorized to make a certain railway, and for that purpose were empowered to enter upon, use, and take the property demised by the lease; but that property did not form any part of the actual site of the railway as constructed. However the company acquired by agreement the reversionary interest of A. (the plaintiff's lessor) in the demised premises, and by an arrangement made in October, 1895, A. assigned the property to the company subject to the plaintiff B.'s lease. The company, by their works on adjoining property, committed what would have been a clear breach of the covenant for quiet enjoyment if such had still existed. B. claimed damages for this on the ground that the company, by taking an assignment of the reversion, had rendered itself liable under the covenant for quiet enjoyment, and refused to pay rent. The company brought a second action against B. for rent due under his lease, B. setting up the covenant for quiet enjoyment as a defence, and counter-claiming for damages for its breach. With the trifling exception of part of the costs of the first action, the company were completely successful, BYRNE, J., deciding that they were not liable on the covenant, and consequently were exempt from damages and entitled to rent. The principle applicable to the case was similar to that in *Baily v. De Crespigny* (supra), though the circumstances were distinguishable from those in that and other previous cases upon the two-fold ground, (1) that the sale was merely of the reversion subject to the plaintiff's lease, and (2) that the property was not actually used or required as the site of the railway, for the extension of which the Act had been passed. The acts complained of took place, however, upon property acquired for the purpose of the railway, and the result was very much the same as though the railway company had been violating a restriction imposed for the benefit of the demised premises upon the use of the adjoining land.

There was, however, a substantial point of distinction, and this was the matter to which BYRNE, J., chiefly directed his attention. The lease of the property had been made subsequently to the passing of the railway company's Act, and since the company were by the Act authorized to take the demised property, the possibility of the company being an assign would naturally be present to the lessor when he covenanted on behalf of himself and his assigns for quiet enjoyment. But it was held that this circumstance did not extend the proper effect of the covenant. "I think," said BYRNE, J., "that the true intent and meaning of the covenant is that the covenantor will be answerable for his own acts and for the acts of his assignees, but not that he will be answerable for the acts of the railway company in the exercise of its statutory powers; the company not being in the true sense a voluntary assignee at all, although he conveys to the company and it is not put to the exercise of its compulsory power." And this being the liability of the lessor, it was further held that no further liability was imposed upon the railway company by the assignment. "I think that a railway company taking lands under statutory powers, and constructing works within such powers without negligence, is entitled to take the interest of any person having an interest in land without incurring liability in respect of any existing covenant entered into by the owner whose interest the company acquires, so far as the enforcement of such covenant would impose a burden upon the company in derogation of its statutory rights and obligations." But as in the previous cases, although the person entitled to the benefit of the covenant loses the right to enforce it, he can in ordinary cases recover compensation. The result is that public bodies acquiring, either compulsorily or by agreement, land or interests in land which they are empowered to acquire, take the property acquired free from the outstanding rights of third parties, and the third parties are left to such satisfaction as they may be able to obtain under section 68 of the Lands Clauses Act.

The annual general meeting of the Bar will be held in the old dining-hall, Lincoln's Inn, on Tuesday afternoon next, at 4.15.

MR. WARR'S BILL FOR EXEMPTING GRADUATES FROM THE FINAL EXAMINATION.

WE recently stated the provisions of this Bill, and pointed out that, as it did not relax the present statutory conditions as to service under articles of clerkship, the result might be to render the time of service more fruitful by enabling students to get through the theoretical work of examinations before practical work is taken up. That, we understand, is not the view taken by many university men who have passed both the Law Schools and the Solicitors' Final Examination, and we have received the following communication from a contributor who has certainly had an opportunity of judging as to the mode in which Mr. WARR's proposals are likely to work. While we incline to think that his apprehensions are too gloomy, there is no doubt that his observations deserve careful consideration. He says:

Though so far it has attracted but slight attention, the Bill which Mr. WARR is introducing will, if it passes into law, produce a most radical and far-reaching change in the present *status* of the profession. The aim of the Bill, shortly, is to give the Council of the Incorporated Law Society a power of exempting all articulated clerks who have obtained university law degrees from the Solicitors' Final Examination. The ostensible object of the Bill is to increase the number of university men in the ranks of the profession; and, so far as can be seen, this is the only benefit its promoters hope to achieve; but the advantage of the Bill, whether to university men or to the profession as a whole, is so questionable that I trust the Council will give the matter serious consideration before they extend their support to the measure.

If the Bill passes and is adopted, the Council must be prepared to welcome as solicitors a large number of men with no adequate guarantee of proficiency in the practical work of their calling. Though probably the University Law Examinations will be modified by the addition of an examiner appointed by the Council, it is submitted that it will be impossible to conduct these examinations on other than purely theoretical lines. How can the technicalities of conveyancing be grasped without actual experience of drafting? Where is the teacher who can explain the varied steps in an action to one who has never so much as seen a writ? True the examination, whatever it may be, will be succeeded by three years articles, but the testimonial of a good-natured principal is surely an insufficient guarantee of proficiency for admission on the Rolls; and so far as I can see, it will be the only guarantee, for the examination prior to articles cannot in itself be any test whatever of practical knowledge.

The profession, then, is in danger of an invasion by a race of pure theorists, who will triumphantly wave university hoods and degrees in the faces of their humbler but more practical brethren. The mischief will penetrate still deeper; there is a large class of men at every university with no definite bent towards any one profession, whose whole object in life is to save trouble. These men are found in the third and fourth classes of the Law and History Schools at Oxford in great numbers, as it is a recognized fact that a fourth class in such subjects is an easier road to a B.A. than a pass degree. What a chance this Bill affords them! After four years' slumber at the university, broken only by the brief effort rendered necessary by the Law School, their profession stands ready made for them, with the sole qualification that the scene of their labours (!) be transferred from their college to the office of a solicitor.

The new regulation will no doubt swell the number of university men in the profession, but they will be of a class which is not wanted and which will do no credit to either themselves or their brother solicitors. In course of time solicitors with degrees will get a bad name—three years articles preceded by a mere theoretical test will not be able to compete with five years articles followed by a thoroughly practical examination—capable university men will fight shy of a profession in which they start with so heavy a handicap; and the Bill, instead of encouraging, will eventually deter the very class of men the Council wants from entering the profession at all.

The matter rests with the Council: with their support the Bill will pass; without it, the Bill will be rejected; it is to be hoped that before they definitely decide which course to take they will give some of the considerations I have mentioned their serious attention.

REVIEWS.

RULING CASES.

RULING CASES. ARRANGED, ANNOTATED, AND EDITED BY ROBERT CAMPBELL, M.A., Barrister-at-Law. Assisted by OTHER MEMBERS OF THE BAR. WITH AMERICAN NOTES BY IRVING BROWNE. VOL. XIII.: INFANT—INSURANCE. VOL. XIV.: INSURANCE—INTERPRETATION. Stevens & Sons (Limited).

These two volumes of the "Ruling Cases" series embrace the titles "Infant," "Injunction," "Inn-keeper," "Insurance," "Interest," and "Interpretation." The custody of infants is illustrated

by the cases of *Rex v. De Manneville* (5 East 221), *Reg. v. Nash* (10 Q. B. D. 454), and *Re Agar-Ellis* (24 Ch. D. 317). The interest of the first case is now rather historical than practical. It affirmed under very strong circumstances the common law right of a father to the custody of his legitimate children, and it was till recent times doubtful whether the court had any jurisdiction at all to remove a child from the actual custody of the father (see *Re Hakevill*, 12 C. B. 230), though there was a wider discretion where the father was applying to get the custody of the child. In *Reg. v. Nash* it was held by the Court of Appeal that the custody of an illegitimate child belonged to the mother, notwithstanding the suggestion once made by Maule, J., that she was a mere stranger to the child. But in consequence of the statutes referred to by Mr. Campbell in the notes to *Re Agar-Ellis*, the father's right to custody is now no more than a *prima facie* right which he will not be allowed to exercise if by his conduct he has shown himself unequal to the performance of the corresponding duties; and the courts, following the lead of the Legislature, have come more and more to regard the welfare of the child as the chief factor in determining who ought to have the custody. At the same time *Re Agar-Ellis* shews that the authority of the father is not to be lightly set aside, and if he has not forfeited his rights by misconduct or otherwise they will prevail until the children are twenty-one, in spite of the opposition of the mother and of the children themselves. The note on American law shews that in the United States there is a similar tendency to place the welfare of the children in front of the father's strict rights.

The title "Injunction" affords instances in *Duke of Bedford v. Trustees of the British Museum* (2 My. & K. 552) and *Newson v. Pender* (27 Ch. D. 43) of the system of cross-references by which Mr. Campbell very much enhances the value of the series. The former case has already been printed as a ruling case under "Contract," and the latter under "Ancient Light"; but by means of references to the earlier volumes they are now introduced again, the one as an authority in conjunction with *Sayer v. Collins* (28 Ch. D. 103) on the effect of alterations in the circumstances of an estate in extinguishing restrictive covenants; and the other in conjunction with *Griffith v. Blake* (27 Ch. D. 474) on the principles regulating the granting of an interlocutory injunction. The bulk of the two volumes is devoted to an elaborate treatment of the subject of insurance, in illustration of which a hundred ruling cases have been selected. These appear to relate exclusively to marine insurance, and it would have been more convenient to have placed them under a head showing specifically their nature. To the law of marine insurance, however, they furnish a very full guide, the first section treating of insurable interest and beginning with *Lucena v. Craufurd* (3 Bos. & P. 75), which was twice taken to the House of Lords and which decided that a contract of marine insurance is a contract of indemnity, and that an insurable interest is necessary to enable the assured to recover. The cases in section 2 deal with insurance agents and include *Power v. Butcher* (10 B. & C. 329), which defines the mutual relations of assured, broker, and underwriter. Among the matters covered by other sections are the construction of the policy, loss, adjustment of losses, and return of premiums. The decision in *Ionides v. Universal Marine Association* (14 C. B. N. S. 259), on the application to losses of the maxim *causa proxima spectatur*, is interesting in view of present possibilities. Where a vessel was wrecked through the captain losing his reckoning, and a light which would have saved her had been extinguished in consequence of war, the loss was held to be due to perils of the sea, and not to hostilities; and an exception in the policy of the "consequences of hostility" did not bar the right of the assured to recover.

BOOKS RECEIVED.

The Laws of Insurance—Fire, Life, Accident, and Guarantee. Embodying cases in the English, Scotch, Irish, American, and Canadian Courts. By JAMES BIGGS PORTER, Barrister-at-Law; assisted by WILLIAM FIELDEN CRAIG, M.A., and THOS. SHEPHERD LITTLE, M.A., Barristers-at-Law. Third Edition. Stevens & Haynes.

Cassell's Family Lawyer; being a Popular Exposition of the Civil Law of Great Britain. By a Barrister-at-Law. Cassell & Co. (Limited).

Principles of the Law of Consent. With Special Reference to Criminal Law, including the Doctrines of Mistake, Duress, and Waiver. By HUKM CHAND, M.A. Bombay Education Society's Press.

The Yearly Abridgment of Reports: being a Full Analysis of all Cases Decided in the Supreme Courts during the Legal Year 1896-7, so far as reported to end of December, 1897, in all the Reports; together with a Selection from the Scotch and Irish Reports, Preceded by Complete Lists of all Cases, Statutes, and Rules Cited, and

concluding with a Copious Index to Points of Law Considered. By ARTHUR TURNOUR MURRAY, B.A., Barrister-at-Law. Butterworth & Co.

CORRESPONDENCE.

SECTION 25 OF THE COMPANIES ACT, 1867.

[To the Editor of the Solicitors' Journal.]

Sir,—In several instances lately I have noticed that in dealing with this deservedly-abused section—for example, in the leading article in your issue of the 2nd inst., and also in the further report of the Council of the Incorporated Law Society set out in your issue of the 9th inst., p. 399—the case of *Veuve Monnier et ses Fils (Limited) v. Bloomenthal* is coupled with the *Khavaskoma case*, *Maynard's case*, and *Ibbotson v. Ibbotson & Co. (Limited)* with the intention of showing the extreme inconvenience and hardship wrought by this ill-drawn section 25.

It seems worth while to point out that in all these cases, except *Bloomenthal's*, had a proper and complete contract been filed in accordance with the section, no inconvenience would have been felt, whereas in *Bloomenthal's case*, however complete a contract had been filed, it would not have availed to protect *Bloomenthal* from being placed on the list of contributories.

The registration of a contract under the section has never been held to exempt the shares from being paid up in full, as it only regulates the mode of payment—that is, when such payment is not made in cash (per *Lindley, L.J., Addlestone Linoleum Co.*, 1897, 37 Ch. D. 205; *Almada & Tirito, &c.*, 38 Ch. D. 425).

The decision of the House of Lords in *Bloomenthal's case* did not turn upon the section at all; it was based on the simple ground of estoppel. The agreement between the parties was one whereby *Bloomenthal* agreed to lend money to the company upon the security of fully-paid shares of the company. This agreement was followed by the issue to *Bloomenthal* of a certificate for shares purporting to be fully paid up, and it was held that the company and its liquidator were therefore estopped from saying that the shares were otherwise than fully paid. Had this defence not prevailed, it seems clear that, unlike the other cases referred to, no course was open to *Bloomenthal* to enable him to protect himself against the effect of section 25.

April 20, 1898.

ENQUIRER.

NEW ORDERS, &c.

THE SOLICITORS ACT, 1888.

RULES.

By virtue and in pursuance of the Solicitors Act, 1888, and of all other powers and authorities enabling me in that behalf, I, the Right Honourable Nathaniel Lindley, Knight (Master of the Rolls), with the concurrence of the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, and the Right Honourable Charles, Baron Russell of Killowen, Lord Chief Justice of England, do make and publish the following additional rules for regulating the making, hearing, and determining applications to the Committee under the Act and reports by the Committee to the Court under the Act, and generally for the purposes of the execution of the provisions of the Act.

Dated this first day of April, 1898.

RUSSELL OF KILLOWEN.

NATHANIEL LINDLEY, M.R.

HALSBURY, C.

PART I.

5 (a) In any case in which the solicitor does not appear and the Committee determine to proceed in his absence, and in any other case with the consent in writing of the solicitor, the Committee may, either as to the whole case or as to any particular fact or facts, receive and act upon evidence given by affidavit, including the affidavit or affidavits upon which the application is made.

5 (b) Any affidavit made for the purpose of the Act or of these Rules shall be sworn in accordance with the provisions of the Commissioners for Oaths Act, 1889.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 18th day of April, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEENEWICH (1898—D.—No. 257).

In re Dowling & Son (Limited) John Roberts v Dowling & Son (Limited)

Mr. Justice KEENEWICH (1898—C.—No. 1,059).

In re The Civil, Naval, and Military Outfitters (Limited) William Hudson Hand v The Civil, Naval, and Military Outfitters (Limited)

CASES OF THE WEEK.

Court of Appeal.

ALLHUSEN v. EALING AND SOUTH HARROW RAILWAY CO. No. 2. 19th April.

RAILWAY COMPANY—NOTICE TO TREAT—PROPOSAL TO TAKE PART OF A PRIVATE ROAD LEADING TO A MANSION-HOUSE—COUNTER NOTICE REQUIRING COMPANY TO TAKE THE WHOLE OF THE HOUSE AND GROUNDS—“PART ONLY OF ANY HOUSE OR OTHER BUILDING OR MANUFACTORY”—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. C. 18), s. 92.

This was an appeal by the plaintiff from a decision of Stirling, J. The defendant company proposed to purchase compulsorily, for the purpose of making their railway, a small part only of a private road forming the approach to the house and grounds belonging to the plaintiff, and the plaintiff contended that under section 92 of the Lands Clauses Consolidation Act, 1845, he was entitled to require the defendant company to take the whole of the said house and grounds. The plaintiff therefore moved for an injunction to restrain the defendant company from proceeding with the purchase of that part of the plaintiff's mansion-house known as Twyford Abbey which was comprised in the defendant company's notice to treat, without purchasing at the same time the remaining portion of the plaintiff's said mansion-house. The plaintiff had acquired the property in question by a deed of conveyance dated the 6th of November, 1890, and executed by the devisees of a gentleman named Willan. The defendant company was incorporated by a private Act, which was passed in 1894, and which incorporated the Lands Clauses Acts, and Part I. of the Railways Clauses Act, 1845. The defendant company's notice to treat, which was served on the plaintiff on the 21st of January, 1898, stated their intention to take for the purposes of their railway a portion of the plaintiff's private road containing 2r. 31p. This piece of land was required only for the purpose of constructing a bridge, which bridge necessitated a lowering of the roadway; and the defendant company stated their willingness to purchase and accept, instead of the land itself, an easement enabling them to execute the necessary works. The plaintiff then gave notice that he required the defendant company to purchase and take the whole of the house within the meaning of section 92 of the Lands Clauses Consolidation Act, 1845. The defendant company was proceeding to have the value of the 2r. 31p. they proposed to take determined by a jury, and the plaintiff accordingly brought an action against them, and gave notice of motion for an injunction to restrain them from so proceeding. Stirling, J., decided that the portion of the road which the defendant company proposed to take was not part of the mansion-house known as Twyford Abbey, and refused the motion. The plaintiff appealed.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.J.J.) dismissed the appeal.

LINDLEY, M.R., said: I think this case turns, after all, on the true construction of section 92 of the Lands Clauses Consolidation Act, 1845, which, of course, must be construed upon the same principles as those which have been applied to its construction ever since the Act was passed. As to those principles, I do not think there has ever been any conflict of judicial opinion. Section 92 of the Act of 1845 is this: “And be it enacted that no party shall at any time be required to sell or convey to the promoters of the undertaking a part only of any house or other building or manufactory, if such party be willing and able to sell and convey the whole thereof.” Now, it has been laid down ever since this Act was passed that by the word “house” is meant, not a mere building, whether for residential or for other purposes, but whatever would pass under the conveyance of “a house.” There is no doubt at all about that; but, as I observed during the argument, it is very seldom that you have a conveyance of “a house” without some sort of context which enables you to see what is meant. The use of the word “house” may convey a piece of land, more or less large, but it does not follow that every garden which is enjoyed with the house is part of the house. Still, that is the point we have got to consider—is the company here proposing to take “part only of a house”? If we look at the conveyance of November, 1890, we find that the vendor is selling a portion of a larger estate. Paragraph 14 shows that he is selling under the order of the court, and the recital is that it is ordered that the vendor should be at liberty to sell. Therefore what he was ordered to sell, or authorized to sell, was something more than a house, a good deal more than would pass by a grant of the house. He is authorized to sell a house called Twyford Abbey. Then, if we look at the parcels, what is it that he does sell? He sells the messuage commonly called Twyford Abbey, together with the appurtenances, and the meadow land adjoining the said mansion-house and premises, and so on. When we look at the plan we find what is meant by Twyford Abbey mansion-house. Now, how much of all that can be said under this conveyance to be part of the house? I doubt very much whether the pieces of land marked on the plan 30 and 36—that is, the avenue—are part of the house at all. They are, no doubt, part of the land occupied with the house; but I think they are not part of the house itself. I think it would be stretching language to say that that avenue, situated as it is, is part of the house, or would be included in a conveyance of the house if we had nothing else. If that is so, the company are absolutely in the right. But it is said that the authorities against that view are too strong; and we are pressed by Mr. Balfour Browne, who is always logical, with authorities

which, it is said, have gone to such an extent that we cannot logically avoid going a step farther. I do not feel disposed to be so logical as to do that which appears to me to be contrary to the right construction of the Act of 1845. I think perhaps the strongest of the cases relied upon is *Furniss v. Midland Railway Co.* (L.R. 6 Eq. 473, 475). But what was being done there was to destroy the waterworks, or so to interfere with them that the judge felt bound to prevent that. But I am satisfied that in the present case nobody looking at this plan and attending to the mode in which the house and the land are joined, can reasonably say that the former and the latter are parts of one whole. The land does not fairly come within the description of "part of any house," extensively as that description has been construed by some of the decisions. To hold otherwise would be pressing those decisions too far, and would, I think, be to make a very bad precedent. The appeal must therefore be dismissed.

RIGBY, L.J., delivered judgment to the same effect.

COLLINS, L.J., concurred.—COUNSEL, *Balfour Browne, Q.C., Butler, Q.C., and E. Moon; Philipson Beale, Q.C., Freeman, Q.C., and R. F. Norton.* SOLICITORS, *Crossman, Prichard, Crossman, & Block; Baxter & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

MANCHESTER BREWERY CO. (LIM.) v. NORTH CHESHIRE AND MANCHESTER BREWERY CO. (LIM.). No. 2. 20th April.

LIMITED COMPANY—SIMILARITY OF NAME—NAME OF OLD COMPANY ADDED TO NAME OF EXISTING COMPANY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 20.

Appeal by the plaintiff company from a decision of Byrne, J. The action was brought for an injunction to restrain the defendant company, its agents, and servants, from using or carrying on business under its present name, style, or title, or any other style or name which included the plaintiff company's name, or so nearly resembled the same as to be calculated to deceive the public, or induce the belief that the business carried on by the defendant company was the same as the business carried on by the plaintiff company, or in any way connected therewith. The plaintiff company was incorporated in 1888, and had its brewery in Manchester, with a large business in that city and neighbourhood. The North Cheshire Brewery Co. (Limited) was in existence in 1888, and had its brewery at Macclesfield, with a large business in that neighbourhood. The North Cheshire Co. sold its business to a Mr. Rhodes, who formed it into a new company (the defendant company), which was registered on the 11th of October, 1897. On the 20th of October the solicitors of the plaintiff company wrote, on the instructions of the board of directors, to the defendant company as to their use of the name Manchester Brewery Co., and the writ in the action was issued on the 22nd of October. The directors of the defendant company did not proceed to an allotment of shares until the 26th of October. The evidence before Byrne, J., went to show that the defendant company's business in Manchester was of a very limited extent, although it was the intention of the directors to extend it as much as possible in that direction. Byrne, J., being of opinion that in using the word "Manchester" there was no intention on the part of the defendant company to interfere with the plaintiff company's business, and that there was no evidence of any of the general public being deceived by the similarity of the names, dismissed the action. The plaintiff company appealed, and on the hearing of the appeal the court called attention to section 20 of the Companies Act, 1862, on which the question primarily turned. Section 20 provides as follows: "No company shall be registered under a name identical with that by which a subsisting company is already registered, or so nearly resembling the same as to be calculated to deceive, except in a case where such subsisting company is in the course of being dissolved, and testifies its consent in such manner as the registrar requires."

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.J.J.) allowed the appeal.

LINDLEY, M.R.—I cannot take the same view of this case as was taken by the learned judge in the court below. The case is a peculiar one, and turns on the 20th section of the Companies Act, 1862, which I will read. [His lordship read the section, and stated the facts shortly, and continued:] The peculiar thing is that, without consulting them, the defendant company did in fact take the whole of the name of the Manchester Brewery Co. They do not come within the first exception to the section. We have to deal with a larger title. What does it denote? The name of the defendant company would mean to anyone who knew of the existence of the two companies carrying on business, one in Manchester and the other in Macclesfield, that they had been amalgamated. That being so, can it be said that it does not fall within the second part of the 20th section? In fact, they do deceive people into thinking that the business of the one company is being carried on by the other. I do not see any answer to that. If the defendant company state that they are carrying on business under the larger name, they must be carrying on the business of the Manchester Brewery Co. That is calculated to deceive, and there can be no answer to it. It is true that there is no evidence of actual deception; that was probably due to the fact that the case was tried so soon after the new company was started. The appeal must be allowed, and there must be an injunction substantially in the terms asked for. The defendants have certainly gone too far. I do not wish to say anything which might lead to the idea that the plaintiff company has a monopoly in the name of "Manchester"; but I do say that where a company uses the whole of the name of another company it can be stopped, because that would lead to the inference that there was some connection between the two companies. Such a course is not allowed either by law or by fair dealing.

RIGBY, L.J., was of the same opinion, and said that on hearing the title of the case first of all he expected to find that it was an amalgamation

of two companies, and that there was a quarrel as to some of the terms of the amalgamation. His lordship guarded himself from going so far as to say that the plaintiff company had any monopoly in the use of the word "Manchester."

COLLINS, L.J., was of the same opinion, and did not wish to add anything. Appeal allowed.—COUNSEL, *Monilton, Q.C., Astbury, Q.C., and O. L. Clare; Cozens-Hardy, Q.C., and Stewart Smith.* SOLICITORS, *Chester, Mayhew, Broome, & Griffiths, for Farrar & Co., Manchester; Firth & Co., for Godfrey, Rhodes, & Evans, Halifax.*

[Reported by W. SMALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

R. WHITE'S CHARITIES. CHARITY COMMISSIONERS v. LONDON, MAYOR AND CORPORATION OF. *Romer, J.* 20th April.

HIGHWAY—OWNERSHIP—RIGHT OF ADJOINING LANDOWNER AD MEDIUM FILUM VIAR—STREET IN A TOWN—PRESUMPTION—RENT-CHARGES ISSUING OUT OF STREET—LIABILITY—PRACTICE—CHARITY—CHARITABLE TRUSTS (RECOVERY) ACT, 1891 (54 & 55 VICT. c. 17), s. 3.

Summons. This was an application by the Charity Commissioners, under the provisions of section 3 of the Charitable Trusts (Recovery) Act, 1891, and rule 2 of the Rules of the Supreme Court (Charitable Trusts Recovery), 1892, for an order directing the defendants, the Corporation of London, or (alternatively) the defendant, Hy. Thos. Tubbs, to pay certain amounts alleged to be due in respect of two annual rent-charges of £7 and £6 12s. 6d. respectively, issuing out of land whereon the messuage known as 24, Shoe-lane formerly stood. These rent-charges were admitted to be charged by the will of T. White, dated in 1619, upon the premises then known as 24, Shoe-lane, and the only question argued was whether the Corporation or Tubbs were now liable to pay them. The premises were acquired by the Corporation in 1825, under statutory powers to acquire property for a market known as Farringdon Market, and were with other property conveyed to them by the freeholder, subject to the above and other rent-charges. The property, formerly 24, Shoe-lane, was thrown by them into the roadway so as to widen Shoe-lane and Stonecutter-street. In 1892 the Corporation under statutory powers sold the site of Farringdon Market by auction to Tubbs, subject to particulars and conditions of sale which showed that the land was sold subject to annual rent-charges amounting to £28 16s. 6d., but not upon what particular property the said rent-charges were charged, and barred the purchaser from requiring an abstract of title or production or delivery to him of any deeds. The property was conveyed to the purchaser or his nominees in several plots, and each plot was conveyed, "subject to such part or parts, if any, of the said rent-charges or any of them as may be charged upon the said hereditaments and premises hereby conveyed." None of the conveyances contained any covenant for payment of the rent-charges or for the indemnification of the Corporation. Part of the property, which was conveyed to Tubbs himself, abutted on Shoe-lane and Stonecutter-street, and the centre line of Stonecutter-street, where this property abutted on it, ran through the site of the former messuage, 24, Shoe-lane. It was contended for the Corporation that the soil of the street to the centre must be presumed to have passed to Tubbs on the conveyance of the land abutting thereon, and that Tubbs was therefore liable in respect of the said rent-charges charged by the said will of T. White as owner of the land upon which they were charged, and *Micklethwait v. Newlay Bridge Co.* (33 Ch. D. 133, p. 145; 35 W. R. Dig. 71) was cited for Cotton, L.J.'s, statement of the law.

ROMER, J., said that it was not denied that the rent-charges were payable, and the question was which of the defendants was liable. As between the Corporation and Tubbs, Tubbs ought to pay; and his lordship was able to do justice, for in his opinion Tubbs was legally liable. If the conveyance to him included that part of the highway which was at the time vested in the Corporation, he became liable under the circumstances stated. The Corporation, at the date of the conveyance, owned at any rate a moiety of the site of 24, Shoe-lane. The general rule as to the presumption of the highway passing *ad medium filum* was stated by Cotton, L.J., in *Micklethwait's case* (33 Ch. D., at p. 145), and, whatever the origin of the doctrine, the law was now settled. It was suggested that the rule did not apply to streets in towns. Why should it not? Where was the line to be drawn? At country towns, small towns, villages, hamlets? Where was the limit to the suggested exception? In his lordship's opinion the rule did apply to streets in towns. Was there anything, then, in the case before the court to rebut the presumption? He could not find anything. Under the circumstances, there was no reason why the Corporation should have wished to retain the soil of the street. The public were not prejudiced: the use of the highway was secured to them just the same. The circumstances of the purchase by Tubbs, the sale by the Corporation, the difficulties in ascertaining what parts of the property were charged, were in his lordship's opinion circumstances tending to support the presumption. It was suggested that the Corporation owning the soil beyond the *medium filum* was a rebutting circumstance, but in his opinion that was not so. He felt no doubt that if A. owned houses on one side of the highway and B. on the other, but the soil of the highway was not evenly divided between them but was as to the greater part owned by A., supposing that A. conveyed his houses as bounded by the highway the presumption passed A.'s part of the highway. His lordship, therefore, held that Tubbs was legally liable in respect of the rent-charges.—COUNSEL, *Vaughan Hawkins; Neville, Q.C., and A. J. Allen; Farwell, Q.C., and Sheldon.* SOLICITORS, *Glabon; H. H. Crawford; Leonard Tubbs.*

[Reported by J. F. WALBY, Barrister-at-Law.]

Re BATT'S TRADE-MARKS. Romer, J. 21st April.

TRADE-MARK—REGISTRATION—BONA FIDE INTENTION OF USER, NECESSITY FOR—NON-USER—RECTIFICATION OF REGISTER.

Motion. This was an application to rectify the Register of Trade-Marks by removing therefrom the trade-marks above referred to. The trade-marks consisted of a butterfly with open wings, and the dates of their registration were March, 1882, and March, 1886, respectively. This mark was registered in several classes, including class 42. The applicants had been refused registration of a mark of theirs by the Comptroller, on the ground of its similarity to the respondent's mark, and the foundation of their present application was that the mark had never been used, or intended to be used, by the respondents for any goods coming within class 42. It was contended for the respondents that there was no jurisdiction to alter a registration that had been properly made. The conclusions of fact arrived at by the court were that there had been no real user of the mark at any time before or since registration in respect of class 42, and that, at the date of registration, there was no *bona fide* intention of the respondents to use the mark for goods in that class. The following enactments were referred to—viz., the Patents, Designs, and Trade-Marks Act, 1875, ss. 2 and 5, and rule 34 of the Rules of September, 1876, for that Act; the Act of 1883, ss. 65, 70, 72, 75, 76, 90; and the Act of 1888.

ROMER, J., said that it was clear that persons registering new trade-marks which they said that they intended to use must have a *bona fide* intention to use them: see *Edwards v. Dennis* (30 Ch. D. 454, at p. 474, 34 W. R. Dig. 197, per Cotton, L.J.). His lordship therefore held as the result of the above conclusions of fact that the registration was wrong and ought to be expunged, and ordered accordingly.—COUNSEL, *Neville, Q.C., and Austen-Cartmell; Lovett, Q.C., and Sebastian; Ingle Joyce. Solicitors, Mann & Taylor; Shephards; Solicitor to Board of Trade.*

[Reported by J. F. WALBY, Barrister-at-Law.]

High Court—Queen's Bench Division.

BAXTER v. LECHE AND OTHERS. Div. Court. 20th April.

LICENSING ACTS—NOTICE OF OBJECTION SERVED AFTER DATE OF ORIGINAL LICENSING MEETING, BUT IN DUE TIME BEFORE ADJOURNED MEETING—JURISDICTION OF JUSTICES TO REFUSE SUCH LICENCE—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 42.

This was a special case stated by the quarter sessions for the county of Chester on an appeal against the refusal of the justices sitting at the adjourned general annual licensing meeting at Broxton to renew the licence, held by the appellant, Jane Baxter, in respect of the Brown Cow public-house at Waverton. A notice of objection to the renewal of this licence had been served after the date of the original annual licensing meeting, but in due time before the adjourned meeting, and the substantial question was whether the justices at quarter sessions could refuse the licence, it being contended by the appellant that the respondents, the objectors, had no *locus standi*, as no notice of objection to the renewal of the licence had been served seven days prior to the commencement of the general annual licensing meeting, and also that no notice of objection purporting to be served by the direction of the justices had been served on the appellant. After hearing evidence at the adjourned annual meeting, they being equally divided, the renewal was refused. The appellant appealed to quarter sessions. The notice served by the clerk to the justices was in the following form: "On behalf of the licensing justices . . . I hereby give you notice to attend at the adjourned annual licensing meeting for the said division . . . when the renewal of the licence now held by you will be taken into consideration."

THE COURT, without calling on the counsel for the objectors, decided that the refusal of the justices of quarter sessions must be upheld.

WILLS, J., said the proviso in section 42 of the Licensing Act, 1872, was in very wide terms. Under it the justices, notwithstanding that no notice had been given, might require the attendance of the licence-holder at the adjourned meeting, when the objection could be considered as if the notice had been given. In this case, he thought, the appellant had had sufficient notice of the objection given by persons other than the justices, though in that notice appeared the objection taken by the justices. The appellant knew perfectly well that the conviction indorsed on the licence was the ground upon which the objection would be based.

KENNEDY, J., concurred. He considered the justices had not done anything contrary to the Act. The notice given to the appellant by the clerk to the justices was a proper notice, on the face of it purporting to come from the justices, of the date of the adjournment and that the applicant was to attend. The appellant in fact attended, and although objection was taken that the notice was bad, her solicitor called and examined his witnesses. He believed that no injustice had been done the appellant, and therefore the only question before the court was whether there was any jurisdiction in the justices in such a state of facts to refuse. No good grounds had been established for impugning their jurisdiction, and their decision ought to be upheld. Appeal dismissed; leave to appeal granted.—COUNSEL, *Clement Higgins, Q.C., and Trevor Lloyd; E. H. Lloyd; S. Moss. Solicitors, Cuthbert & Davenport, for W. H. Charlton, Chester; Bower, Cotton, & Bower, for R. H. Jackson, Chester; George Boydell, clerk to the justices.*

[Reported by ESKINE REID, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

Re MAYFAIR PROPERTY CO. (LIM.). BARTLETT v. MAYFAIR PROPERTY CO. (LIM.). No. 2. 24th March, 1st April.

LIMITED COMPANY—MORTGAGE OF UNCALLED CAPITAL—DEBENTURE—PRIORITY—WINDING-UP—UNSECURED CREDITORS—COMPANIES ACT, 1879 (42 & 43 VICT. c. 76), s. 5.

Appeal by a debenture-holder in the above-named company from a decision of Wright, J. The appeal raised a question of great importance in company law on the construction of section 5 of the Companies Act, 1879, which provides as follows: "An unlimited company may, by the resolution passed by the members when assenting to registration as a limited company under the Companies Act, 1862 to 1879, and for the purpose of such registration or otherwise, increase the nominal amount of its capital by increasing the nominal amount of each of its shares. Provided always that no part of such increased capital shall be capable of being called up, except in the event of, and for the purposes of, the company being wound up. And, in cases where no such increase of nominal capital may be resolved upon, an unlimited company may, by such resolution as aforesaid, provide that a portion of its uncalled capital shall not be capable of being called up, except in the event of and for the purposes of the company being wound up. A limited company may, by a special resolution, declare that any portion of its capital which has not already been called up shall not be capable of being called up, except in the event of and for the purposes of the company being wound up; and thereupon such portion of capital shall not be capable of being called up, except in the event of and for the purposes of the company being wound up." The company was formed and registered as a limited company on the 16th of August, 1892, with a nominal capital of £50,000 divided into 5,000 shares of £10 each. The memorandum of association stated that one of its objects was to borrow money and issue debentures charged on "the property and rights of the company, both present and future, including its uncalled capital." By the articles of association full power was given to the directors to issue debentures charging all the assets of the company, including its uncalled capital. Before this power was exercised—viz., on the 12th of October, 1892—a special resolution was passed, and it was thereby declared "that such portion of the company's capital as consists of £5 per share remaining uncalled upon all the ordinary shares of the company shall not be capable of being called up, except in the event of and for the purpose of the company being wound up in accordance with the provisions of the Companies Act, 1879." In June, 1894, it was resolved by the directors to create and issue debentures for £50,000 bearing interest at 6 per cent, and 160 debentures for £100 each bearing interest at 6 per cent, were created and issued accordingly under the seal of the company. By these debentures the company bound itself to pay the principal moneys and interest secured by them, and the company as beneficial owner charged with such payments "its undertaking and all its property whatsoever and wheresoever, both present and future, including its uncalled capital for the time being." At the time these debentures were issued £4 5s. per share had been called up. There remained to be called up £5 15s. per share, of which, however, £5 could only be called up on the winding up of the company. On the 8th of August, 1896, an action was brought against the company by a debenture-holder suing on behalf of himself and all other debenture-holders, and on the 12th of August he obtained judgment in the form usual in such actions and a receiver was appointed. On the same date the company was ordered to be wound up and a liquidator was appointed. By this time 15s. of the £5 15s. before referred to as uncalled up when the debentures were issued had been called up by the directors; so that on the 12th of August, 1896, when the winding-up order was made, £5 per share had been called up by the directors and £5 more—i.e., the reserve capital—only remained to be called up for the purposes of the company being wound up. The liquidator had called on the contributories for payment of this £5 per share. The assets of the company, including the reserve capital called up by the liquidator, would not be sufficient to pay the costs of the winding up and the creditors of the company. The question therefore arose whether the debentures created a valid first charge on the reserve capital so as to entitle the holders of them to payment out of that fund in priority to the other creditors and to the costs of the winding up. In November, 1897, the plaintiff in the debenture-holders' action applied by summons that this question might be determined, and Wright, J., determined it against the plaintiff, holding that the company had no power to create any charge on that portion of its capital which by the Companies Act, 1879, could only be called up "in the event of and for the purposes of the company being wound up." The plaintiff appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

April 1.—LINDLEY, M.R., stated the facts as above set out, and continued: The contention on the part of the appellant is that a limited company can validly charge its uncalled capital if authorized so to do by its memorandum of association or by its articles; and that the capital or money which under the Act of 1879 can only be called up in the event of and for the purposes of the company being wound up, is part of the capital of the company in the full and proper sense of that word; and that, there being no prohibition against creating charges upon it, the power to create such charges necessarily follows. This argument is based on *In re Fyfe Works* (38 W. R. 674, 44 Ch. D. 534), which finally settled that uncalled capital of a limited company governed by the Companies Act, 1862, could be validly charged in favour of particular persons. It is

further contended that the payment of the secured debts of a company is as much a purpose of the company as the payment of its other debts; that there is no necessary implication requiring the court to hold reserve capital to be incapable of being charged with the payment of particular debts; and that it may be ruinous to a company to prevent it from obtaining relief from perhaps temporary pressure by raising money on the security of its most valuable asset. Cogent as this argument is, I am convinced that it is unsound, and that to yield to it would defeat and not carry out the purpose with which the Act of 1879 was passed. When *In re Pyle Works* (ubi supra) was decided I foresaw that the decision might be pressed further than I was prepared to go, and I pointed out that, in my opinion, it did not authorize mortgages of reserve capital formed under the Act of 1879. I adhere to that view now that I have carefully re-considered it. In order properly to interpret any statute it is as necessary now as it was when Lord Coke reported *Heydon's case* (3 Co. 7) to consider how the law stood when the statute to be construed was passed; what the mischief was for which the old law did not provide; and the remedy provided by the statute to cure that mischief. The Companies Act, 1879, was passed in order to remedy some defects in the law relating to unlimited companies, which defects, although long known to lawyers, startled the public when the City of Glasgow Bank stopped payment in 1878. The members of unlimited companies were in this position. First, they were liable to calls on their shares to their nominal amounts. This was the only liability which could be enforced by the company or by its directors whilst the company was carrying on business. This liability, but no liability beyond, was an asset of the company with which the company could deal. But, secondly, in addition to this limited liability the members were under an unlimited liability to the creditors of the company; and this unlimited liability could be enforced by creditors, although it was not an asset of the company which the company or its directors could charge, alien, or dispose of in any way whatever to the prejudice of any creditor. What was wanted was power to form a company with a reserve capital which should be limited in amount, which should be available for creditors in the event of a winding-up, and which should not be under the control of the directors any more than the funds were which the creditors could obtain, but the directors could not under the old law. This amendment in the law was made by the Act of 1879. It appears to me plain that section 5 was framed with a double object—viz., first, to preserve for the general creditors of the company the funds which the members were liable to pay, but which the directors could not call up; and, secondly, to enable the members to limit the amount of their liability on a winding-up to pay the creditors more than the amount preserved for them. Now, if the appellant's contention is right the first of these objects will be entirely defeated, although there is not a sign of any intention on the part of the Legislature to effect so great a change in the law, and although such a change would or might be ruinous to the great body of a company's creditors and be destructive of the credit which the preservation intact of reserve capital gives to those companies which avail themselves of the Act of 1879. To effect such a change in the law applicable to unlimited companies which avail themselves of the Act of 1879 some provision is wanted to confer on companies carrying on business power to deal with what the members are only liable to pay when the winding up takes place. Such a power would be a complete novelty, and cannot be inferred from the absence of any words prohibiting it. I have dwelt on the effect of the Act of 1879 on unlimited companies, which take the benefit of it because the effect on them and the effect on limited companies are to be gathered from the use of exactly similar language. It was obviously desirable to enable companies originally formed and registered as limited companies to have reserve capitals and not to confine that advantage to unlimited companies registering themselves as limited companies. The object of the last part of the section is exactly the same as the object of the first part. Both classes of companies are put on the same footing so far as reserve capital is concerned. The prohibition against calling up the reserve capital in the case of limited companies is inserted for precisely the same purpose as in the case of unlimited companies—viz., to preserve such capital for the general purposes of the company when wound up. To interpret the section so as to enable a company to defeat this object by pledging or otherwise disposing of its reserve capital is, in my opinion, entirely to miss the real meaning of the Legislature as expressed in the language it has used. Neither the Act of 1879 nor the other Companies Acts give a company power to dispose of assets which cannot come into existence until it is wound up. To hand over the reserve capital or any part of it when called up to a prior assignee, or to a mortgagee who has no claim against the assets until he has realized or given up his security, is not to apply the reserve capital for the purposes of the company being wound up within the true meaning of that expression as used in section 5, but to prevent such application. This was the view of Wright, J., and it is mine also. With respect to the case of *Newton v. Debenture-holders, &c., of Anglo-Australian Investment Co.* (43 W. R. 401; 1895, A. C. 244), on which counsel for the appellant so much relied, I need only observe that it was not a decision on the Act of 1879, but a decision on an article of association, so worded as not to preserve, nor indeed to shew any intention to preserve, the reserve capital for the benefit of the general creditors in the event of liquidation. I cannot regard that case as an authority against the view which I take of the Act of 1879. The appeal must be dismissed with costs.

RIGBY, L.J., concurred.

VAUGHAN WILLIAMS, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Swinfen Eady, Q.C.*, and *R. F. Norton; Farnell, Q.C.*, and *George Henderson*. SOLICITORS, *Munns & Longden; Mackrell, Macon, Godlee, & Quincey*.

[Reported by W. SHALLCROSS (GODDARD, Barrister-at-Law).]

High Court—Chancery Division.

NORTH v. PERCIVAL. Kekewich, J. 5th April.

VENDOR AND PURCHASER—REPUDIATION OF CONTRACT BY VENDORS—WILFUL DEFAULT—INTEREST.

An action was brought by a purchaser for the specific performance of an agreement for the sale of certain freehold land. The vendors by their defence alleged that there was no complete and binding contract for the purchase or sale of any land, and that if there was it was only made subject to certain approvals which had not been given. The vendors further alleged that there had been a common mistake as to the quantity of the land agreed to be sold, and asked, if the agreement were held to constitute a binding contract, for rescission of the contract on the ground of mistake. It was provided by a clause in the agreement that if the purchase was not completed by the 6th of July, 1897, the purchase-money was to bear interest at the rate of 4 per cent. from that day until actual completion. The minutes of the judgment of the court as drawn up by the registrar contained, *inter alia*, the following provisions: This court doth declare that the agreement constituted a binding contract between the purchaser and the vendors for the sale by the vendors to the purchaser of the vendor's freehold land situate, &c., and that the same ought to be specifically performed and carried into effect, and doth order and adjudge the same accordingly. And it is ordered that interest be computed at the rate of 4 per cent. per annum on the purchase-money for the land contained in the agreement from the 6th of July, 1897, when the same ought to have been paid according to the terms of the agreement. This was a motion by the purchaser to vary the minutes, *inter alia*, by striking out the order for the payment of interest on the purchase-money by the purchaser, it being contended on his behalf that the resistance of the vendors to specific performance and their repudiation of the contract amounted to wilful default on their part, which disentitled them to receive the interest.

KEKEWICH, J.—The question here is, Does the repudiation of this contract by the vendors amount to wilful default on their part within the authorities so that they cannot claim interest, notwithstanding the stipulation in the contract giving them interest? There are no authorities precisely in point. I am of opinion, however, that the vendors in this case did not obstruct the purchaser so as to be guilty of wilful default, and I think that the registrar was right in providing that that interest should be paid by the purchaser until completion.—COUNSEL, *Warrington, Q.C.*, and *E. Roulands; Remshaw, Q.C.*, and *Christopher James*. SOLICITORS, *Morley, Shirreff, & Co.; Clarke, Rawlins, & Co.*, for Percival & Son, Peterborough.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Re BROOKE AND FREMLIN'S CONTRACT. Kekewich, J. 26th March. VENDOR AND PURCHASER—MORTGAGEE—MARRIED WOMAN—CONVEYANCE TO PURCHASER—CONCURRENCE OF HUSBAND—ACKNOWLEDGMENT.

Summons under the Vendor and Purchaser Act, 1874, by the vendor of freehold property, asking for a declaration that the concurrence of the husband of the mortgagee, who was a married woman, in the deed of conveyance to the purchaser was not necessary, and that such deed did not require acknowledgment by her. The facts were as follows: In 1895 the vendor, E. C. Brooke, had mortgaged the property in fee to a Mrs. Theobald, a married woman, to secure the sum of £150 and interest advanced by her and forming part of her separate estate. Subsequently E. C. Brooke contracted to sell the property to the purchaser, Mr. Fremlin. In his requisitions on title, the purchaser, relying upon the case of *Re Harkness and Allopp's Contract* (44 W. R. 683; 1896, 2 Ch. 359), required that Mrs. Theobald's husband should concur in the conveyance and that the deed should be acknowledged by her. The vendor consequently took out the present summons, and it was contended on his behalf that the case relied on by the purchaser only applied to a married woman as trustee, and not as mortgagee.

KEKEWICH, J.—The point raised is a new one, and counsel have not been able to refer to any case nearer to the point than that of *Re Harkness and Allopp's Contract* before North, J. That was a case of a married woman trustee, and the decision seems to go entirely on the fact that the property which she had was property of which she was a trustee—not a bare trustee—and therefore on that ground, and on that ground only, she was not a married woman entitled to separate property to whom the provisions of the Married Women's Property Act, 1882, apply. That is how I understand the decision. It seems only to go to that state of things, and to apply it to any other case one has to consider whether the married woman is a trustee. If once you get a married woman who is merely a bare trustee, then under section 16 of the Trustee Act, 1893, she can convey and surrender as if she were a *feme sole*. But here she is not a bare trustee, for the principal, interest, and costs have not been paid, and therefore she has not been denuded of her beneficial interest in the property. Then can she, as mortgagee, notwithstanding *Re Harkness and Allopp's Contract*, re-convey without the concurrence of her husband? Is she a trustee within the meaning of that decision? Now, in order to create a trust you must have three things—namely, the person who is a trustee, the person or class of persons who form the *cestui que trust*, and the property which the trustee holds on behalf of the *cestui que trust*. There is no difficulty in a case of this kind in finding a possible trustee and *cestui que trust*—namely, the mortgagee and mortgagor, but what does the mortgagee hold in trust for the mortgagor? That question does not seem to me to be capable of an answer in favour of the purchaser's view. The mortgagee is not a trustee for the mortgagor—that is, not until the principal, interest, and costs due under the mortgage have been satisfied,

when that has been done he holds it to some extent in a fiduciary character. Until payment he is not a trustee of the property for the mortgagor; the relation between them is that of mortgagor and mortgagee, not that of trustee and *cestui que trust*. The money advanced belongs to the mortgagee, who holds the security for his own benefit, and in this respect the fiduciary character does not come in for a moment. It seems me, therefore, that it is not right to say that the mortgagee is a trustee, and that is what I have to conclude in order to distinguish this case from *Re Harkness and Allsopp's Contract*. The result is that this lady can deal with the security, including the legal estate in the land, as if she were a *feme sole*, and the purchaser will get a complete title without the concurrence of her husband or the acknowledgment of the deed.—COUNSEL, *Warrington, Q.C., and Greenwood; Ashton Cross. SOLICITORS, E. C. Rawlings & Bull; William Webb & Co.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held July 15th, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 29th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned.

Mr. Harvey Clifton will move: "That the Council of the Incorporated Law Society (U.K.) should take steps to obtain a repeal of Section 47 of the Solicitors Act of 1843, which provides that this Act shall not extend or be construed to extend to the examination, admission, rights, or privileges of any persons appointed to be Solicitors to the Treasury and other Government offices."

Mr. William Melmoth Walters will move that the following resolution, in reference to the Law Society's Club, passed at the Special General Meeting on the 28th of January last, be confirmed—viz.:—"(1) That the following addition be made at the end of Rule 3: 'but the Committee shall have power at their discretion to suspend or reduce the entrance fee for any period or for any class of Members, and also to reduce the annual subscription payable by Members or any class of Members.' (2) That the following addition be made at the end of Rule 4: 'but such subscription may be reduced by the Committee as before mentioned.' (3) That the words 'if any' be inserted in Rule 6 after the words 'Entrance Fee,' and in Rule 7 after the words 'Entrance Fees.'"

Mr. Charles Ford will ask the President what steps, if any, the Council have taken to give effect to the resolution of the society with regard to shortening the Long Vacation, and also whether the Council are taking any steps to secure the transaction of legal business during the Long Vacation other than that which is at present allowed to be transacted during the Vacation.

Mr. Charles Ford will move:—"That a copy of the record of attendances (for the current year) of members of the Council, at council and committee meetings, be sent annually to every member of the Society, such copy to accompany the notice calling the annual general meeting."

Mr. Charles Ford will move: "That the interests of suitors and the due administration of justice require that motions in the Courts of the Chancery Division ought to be set down in a list, and taken in the order in which they appear in such list, no precedence being given to leaders of the Bar."

Mr. Charles Ford will move: "This meeting is of opinion that the members of the Council going out of office every year shall decide between themselves as to which three of them shall not be eligible for re-election for a period of one year; and in the event of non-compliance of such condition, the selection shall be made by the Council, and the result in either case shall be communicated to the members of the society, and the Council is hereby directed to amend the Bye-laws accordingly."

THE ASSOCIATED PROVINCIAL LAW SOCIETIES.

The annual meeting of the above societies was held at the Law Institution, Chancery Lane, London, on Friday, the 1st April, 1898, Mr. B. Ellett, of Cirencester, in the chair.

There were present the undermentioned societies, represented as follows:—The Liverpool Incorporated Law Society, Mr. C. H. Morton; the Manchester Incorporated Law Association, Mr. W. H. Norton; the Newcastle-upon-Tyne Incorporated Law Society, Mr. R. Pybus; the Yorkshire Law Society, Mr. J. T. Atkinson; the Somerset Law Society, Mr. J. E. W. Wakefield; the Berks, Bucks, and Oxfordshire Incorporated Law Society, Mr. D. H. Witherington and Mr. P. J. Rutland; the Bristol Incorporated Law Society, Mr. W. C. H. Cross; the Hampshire Law Society, Mr. G. W. Edmonds; the Nottingham Incorporated Law Society, Mr. J. Kentish Wright; the Chester and North Wales Incorporated Law Society, Mr. R. Farmer; the Sheffield Law Society, Mr. E. Bramley; the Blackburn Law Society, Mr. George Porter and Mr. J. Travis-Cook; the Shropshire Law Society, Mr. Rowland T. Hughes; the Gloucestershire and Wiltshire Incorporated Law Society, Mr. B. Ellett and Mr. E. C. Sewell.

The Hon. Sec. reported that the Bradford Law Society had joined the association during the year, and that the Leeds and Wakefield Law Societies had retired. The number of the members of the association was 49.

The subscriptions for the year was fixed at the same rate as in the previous year.

The accounts for the year were presented, and having been audited and found correct, were approved and adopted.

Mr. Thomas Marshall and Mr. C. H. Morton were re-elected Honorary Secretary and Assistant Honorary Secretary respectively.

County Court Rules.—The Hon. Sec. reported that as directed by the resolutions of the meetings of the 12th March and 13th July last he had communicated to the Lord Chancellor and to the President of the Incorporated Law Society, as a member of the Rule Committee, the objections raised by members of the association to the rules of March and May, 1897, so far as they related to obtaining leave under Section 74 of the County Courts Act, 1888 (Order V. Rule 9a1) and to the procedure under Order VII. a Rule 4, and that he had also pointed out that the proposed new Forms of Affidavits were unnecessarily complex, and would be found in practice inconvenient and misleading. He stated the specific points in the rules to which objection was taken and the nature of the objection. The following Resolution was moved by Mr. Pybus, seconded by Mr. Witherington, and adopted:—"That this Association approves of the action of the Hon. Sec. and authorises him to continue to act in the sense of the Resolutions of March and July, 1897, and to report if necessary or desirable."

Stamps on Sales or Transfers of Mortgages.—The Assistant Honorary Secretary reported that a joint deputation from this association, and from the Incorporated Law Society of the United Kingdom, had conferred with Mr. Gore, the Solicitor for the Board of Commissioners of Inland Revenue, with a view to an indemnity being given in respect of such transfers of mortgage, conveyances subject to chief rents, and grants reserving rents to a mortgagee as substituted security, as were not stamped in accordance with the interpretation now put by the commissioners upon some sections of the Stamp Acts; that negotiations were still proceeding with a view to the introduction into the next Finance Act of a clause to effect this object, and that Mr. Wolstenholme was now engaged in settling the draft clause.

District Probate Registries.—The Hon. Sec. reported that he had called the attention of members of the association to the resolution of the 13th July, 1897 (Minutes, p. 596), and had by circular dated 22nd July last requested them to communicate to him any information which they might think desirable, and that he had received two replies only, one from the Hampshire Law Society disapproving of Probate Registrars acting in their own Courts either properly or as agents, and one from the Liverpool Law Society to the effect that the practice complained of was not adopted to any extent in their own Registry, and that under these circumstances he had not taken any further steps in the matter.

County Courts: Default Summons.—Mr. Edmonds, on behalf of the Hampshire Law Society, moved the following resolution:—"That with a view of expediting the obtaining of judgment in undefended cases in County Courts it is expedient that in the case of default summonses or a sum of £5 and upwards, defendants, as a condition precedent to being allowed to defend, should be required to satisfy the Registrar *ex parte* on oath or by affidavit that they have a *prima facie* defence, and that failing their so doing the plaintiffs in such cases shall be at liberty to enter judgment." After considerable discussion this resolution was carried by a large majority.

Presiding Officers' Fees at School Board Elections.—Mr. Porter of Blackburn, on behalf of the Bradford Law Society, moved the following resolution:—"That the reduced remuneration of £2 now offered to solicitors for presiding at School Board Elections is quite inadequate compensation for the work done, having regard to the long hours attendant on and the responsibilities of the office, and that the fee of £3 3s. should be maintained. That a copy of this resolution be forwarded to the Incorporated Law Society, with a request that the council will make a representation to the Education Department with a view to a revision of the scale. This resolution gave rise to considerable difference of opinion. A majority dissuaded any action being taken, on the ground that in the country competent persons not being solicitors can without difficulty be got to do the work, and that this being so it would be useless and therefore inexpedient to address the Education Department with the view of attempting to induce them to revise the scale."

Advertisements by Solicitors.—At the request of the President of the Incorporated Law Society the Hon. Sec. mentioned that questions had arisen as to the propriety of solicitors inserting advertisements in the newspapers in their own names for loans and securities, and that the opinion of the members of the association was requested. The matter was directed to stand over until the next meeting in order that notice of it might be given.

A vote of thanks to the Chairman concluded the business of the meeting.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 20th inst., Mr. Henry Morten Cotton in the chair. The other directors present being: Messrs. W. F. Blandy (Reading), Grantham R. Dodd, Samuel Harris (Leicester), John Hunter, R. W. Merriman (Marlborough), F. Rowley Parker, Richard Pennington, J.P., Henry Ræcoe, Sidney Smith, Frank W. Stone (Tunbridge Wells), F. T. Woolbert, and J. T. Scott (secretary).

A sum of £400 was distributed in grants of relief, eight new members were admitted to the association, and other general business transacted.

The following is the rota of attendance of the Queen's Bench Masters at Chambers during the Easter Sittings, viz.:—A to F division: Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock. G to N division: Mondays, Wednesdays, and Fridays, Master Butler; Tuesdays, Thursdays, and Saturdays, Master Walton. O to Z division: Mondays, Wednesdays, and Fridays, Master Wilberforce; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The awards upon the Easter Pass Examination held at the Inner Temple on March 29, 30, and 31 are as follows:—

PASS CERTIFICATES.

LINCOLN'S INN.—Noshirvan B. Behramjee, Krishnaji W. Bhat, Brij B. L. Bisya, Arthur P. Braybrooke, William J. H. Brodrick, Henry L. C. Brown, Devi Dayal, Anthony De Freitas, Charles Dixon, Everard W. Fichardt, Bolton C. Jones, Sam S. Kay, Abdul Karim Khan, Rahimkhan Karim Khan, Surendra Lal Khastgir, Beni Parabad Khosla, Jayavant Dinanath Madgavkar, Harcourt Gladstone Malcolm, Alexander Manson, Behari Lal Merh, Richard C. Pearman, William G. Randles, Charles K. Rayson, Syed Mohamed Shere, Moses A. Williams, and William V. G. Willoughby.

INNER TEMPLE.—Arthur J. Allison, Robert W. Allen, James F. Anderson, Stanley B. Atkinson, William E. C. Baynes, Percy B. Brooks, Charoon, Isaac R. Davies, Francis J. Dessain, Warwick H. Draper, John S. Gibbs, Samuel F. Goch, Edward Higinbotham, Alfred A. Hildeheimer, Cecil A. Hunt, Henry W. Jephson, Edward B. Joy, Arthur M. Labouchere, John H. Layton, Charles B. Martin, George T. Martin, Reginald T. H. Milton, Richard S. C. Nolan, Pestonjee Sorabjee Patuck, Frank Perrott, Charles J. M. Russell, the Hon. Victor A. F. V. Russell, Henry H. Stebbing, Thorold A. Stewart-Jones, Ernald R. Warre, and Mark Waterlow.

MIDDLE TEMPLE.—Henry L. H. Andrews, Frank Brough, William A. F. Balfour-Browne, Herbert Burr, Alfred P. Carryer, James D. Chorlton, Stephen O. Henn Collins, George G. Coulter, Herbert E. Crook, Walter P. Dodge, Ignatius S. Ferreira, Carlton Hackney, John Hall, jun., William G. Hannah, Percy A. Harris, FitzRoy Hemphill, Hendrik J. Hugo, Vyvyan A. Lyons, Georges E. Nairac, Vasudeo Ramkrishna Pandit, Erasmus D. Parker, Abdul Rasul, Frank L. Risley, Alexander E. Rogers, Arthur H. Walsh, Michael P. Walsh, Edward T. C. Werner, and William M'K. Young.

GRAY'S INN.—Edward J. S. Athawes, William E. Barber, Madhu Sudan Bhagat, Charles M. Brousson, Laurence J. Byrne, Mohammad Said Hakim, Gaston Johnston, Charles H. Leach, Noel Middleton, Pagadala Rungiah Naidu, Des Raj Sahni, Shadi-Lal, Subharama Swaminadhan, Raskamji Kharsheji Tarachand, and Walter M. Thorburn.

The number examined was 133. Of the 33 candidates who failed, seven were postponed until the Michaelmas examination, 1898, and four until the Hilary examination, 1899.

The following passed in Constitutional Law and Legal History only:—

LINCOLN'S INN.—Merwanji Rustomji Boyce, Richard C. Brown, William M. Carter, Robert S. Cleese, Hamilton H. M. Dent, Ivan Chen, Fitzherbert G. Knight, and Rowland Williams.

INNER TEMPLE.—Kingdon Baker, Frederick Belfield, John E. Clauson, William G. H. Gritton, Herbert F. Guinness, Jijaba Bajaram Patil Mohite, Hugh G. Newton, Harold T. Perkins, and Arthur L. B. Thesiger.

MIDDLE TEMPLE.—Kanji Premji Dodia, Ernest A. Ebbelwhite, James Fairbairn, Joseph E. Lilley, Francis O. Lindley, John A. Moore, Owen Moses, Julius E. Pitcher, Maurice I. V. M. J. Thery, Frederick J. Willis, and Hugo Worthington.

GRAY'S INN.—George W. Clarke, Edward H. Coumbe, Raghubar Dayal, Anandrai Bapubhai Majmunder, Charles F. Rorke, Laxmidas Rowji Sapat, Harichund Nathubhoy Shah, Carleton S. Smith, Cullyanji Murarji Thacker, and Manilal Umedram Thakore.

Of 63 who were examined, 38 passed. Six candidates were ordered not to be admitted for examination again until the Michaelmas examination, 1898, and one not until the Hilary examination, 1899.

The following passed in Roman Law and Constitutional Law and Legal History:—

LINCOLN'S INN.—Harold F. Bidder, George L. Craik, Arthur C. Curtis, and Herbert G. Smith.

INNER TEMPLE.—Aubrey T. Lawrence, William Singer, Alexander N. Taylor, Ernest J. Welfare, and Thomas A. White.

MIDDLE TEMPLE.—Charles R. Brigstocke, Archibald C. Connell, Allen C. Edwards, and Ernest Lesser.

GRAY'S INN.—Philip J. Macdonell and Herbert W. Prichard.

Of 33 examined 15 passed. Two candidates were ordered not to be admitted for examination again until the Hilary examination, 1899.

The following passed in Roman Law:—

LINCOLN'S INN.—Donald F. Alderson, Alfred L. Cohn, George S. Cowie, John B. Dyne, Francis A. Hazeland, Arthur W. Howe, Indrajit Kalabhai, William M. Muir Mackenzie, William N. Marcy, John R. Prior, Goolam Fazulbhoy Visram, and Robert B. Wilkinson.

INNER TEMPLE.—Alfred B. Cairnes, Edward H. Chapman, Bernard N. Fraser, Edward S. Hart, Francis W. Hirst, Sydney Philips, Bernard V. C. Ransome, John H. Stamp, and Charles H. Wise.

MIDDLE TEMPLE.—Henry A. G. Bohn, Peter J. Boland, Charles Bray, Milkhi Ram Chodry, James K. Hay, David S. Hodge, S. John E. B. Macglaehan, Laurence L. Rostrom, John Sanderson, William Sellers, Bakshi Sain Das Sethy, and Leonard E. Smith.

GRAY'S INN.—Johndra Nath Bonnerjee, Fielding Gill, Seth P. Lewis-Jones, Guru Das Nanda, Jaishi Ram, Sirdir Foudjar Singh, Edward J. Steegmann, Arthur B. Sully, and Henry S. Williams.

Of 57 examined 42 passed. Six candidates were ordered not to be admitted for examination until the Michaelmas examination, 1898, and one candidate not until the Hilary examination, 1899.

Among those who have accepted the invitation of the Treasurer and Benchers of the Middle Temple to dine with them on "Grand Day" of Easter Term, on Thursday, May 5th, are the American Ambassador, the Lord Chancellor, the Duke of Fife, and Mr. A. J. Balfour, M.P.

LEGAL NEWS.

OBITUARY.

Many of our readers will hear with great regret of the death of Mr. ALFRED COCK, Q.C., on Wednesday last, at the residence of his brother. He travelled to Shrewsbury to spend his Easter holidays, and on Monday week caught a chill, which resulted in pneumonia. Mr. Cock was the second son of Mr. James Cock, of Shrewsbury. He was called to the Bar in 1871, and became a Queen's Counsel in 1886, and was well known as an able and vigorous advocate. He was a man of cool judgment and great resource in the conduct of cases, in spite of his somewhat breezy style of advocacy. His geniality and good nature made him very popular with his brethren at the Bar, and he will be greatly missed. He was under 50 years of age.

The death is announced of Mr. JAMES HENRY NELSON, barrister. He served in the Madras Civil Service from 1861 to 1887, and was successively assistant collector and magistrate, Acting Registrar of the High Court and Small Court Cause Judge, and subsequently from 1872 Civil and Sessions Judge. In 1871 he was called to the Bar. He was mainly known by his books entitled "A View of the Hindu Law as Administered by the High Court of Madras" and "The Scientific Study of the Hindu Law." After his retirement from the Civil Service he practised for some years in Hyderabad, and conducted the *Indian Jurist*.

APPOINTMENTS.

Mr. C. J. AUGUSTUS WALTON, solicitor, of the firm of Messrs. Helder, Roberts, & Walton, solicitors, of 2, Verulam-buildings, Gray's-inn, London, and of Leytonstone, Essex, has been appointed a Commissioner to Administer Oaths. Mr. Walton was admitted in March, 1892.

CHANGES IN PARTNERSHIPS.

Mr. J. PARKER AYERS, solicitor, of 61, Carey-street, Lincoln's-inn, London, has taken into partnership Mr. W. GIPPS KENT, solicitor, late of Furnival's-inn, Holborn. The name of the firm will be Parker Ayers & Kent, and the business will be carried on at No. 11, Gray's-inn-place Holborn.

DISSOLUTIONS.

WILLIAM ROBERT DAVIES and DAVID OSWALD DAVIES, solicitors, Dolegelly, Barmouth, and Towyn (W. R. Davies & Co.). April 5. The said David Oswald Davies will henceforth carry on practice at the above places. [*Gazette*, April 15.]

GENERAL.

"A Magistrate" writes to the *Times* on the Criminal Evidence Bill, pointing out that some dozens of charges are daily made by the police in the metropolitan police-courts in which no solicitor or counsel appears on either side. In almost all these cases the defendants make some statement in the nature of an accusation against the police. Under the proposed Act these defendants will make these accusations upon oath. Is it proposed that the policeman shall cross-examine or not? Either alternative seems to be equally monstrous. On Monday, at most of the metropolitan police-courts, there are usually about fifty charges to be disposed of, and these generally take till about 3 or 4 o'clock, sometimes later. Applications and summonses have also, as far as possible, to be heard. The proposed Act will at least double the length of most cases, and will necessitate some very great change in the arrangement of the business of metropolitan police-courts.

Sir John Scott, who is about to resign his post as Judicial Adviser to the Egyptian Government, is, says the *St. James's Gazette*, one of the Englishmen who will undoubtedly be entitled to rank with such men as Colonel Moncrieff and Lord Cromer as one of the makers of modern Egypt. At the time of the British occupation, early in the eighties, the administration of justice was corrupt and disorganised, and the task which confronted Mr. Scott, as he then was, presented what to any but a level-headed, clear-sighted English lawyer would have seemed insuperable difficulties. With undaunted courage, however, Mr. Scott set to work, and his reforms, though drastic and wide-sweeping, have nevertheless been such as to secure the whole-hearted appreciation and approval of native as well as foreign litigants. He was the son of a Wigan solicitor, was called to the Bar in 1865, and "went" the Northern Circuit. In 1874 he was appointed a Judge of Appeal in the International Court of Appeal in Egypt, and was Vice-President of the court from 1880 to 1882. From the latter year until 1890 Mr. Scott was a Judge of the Supreme Court of Bombay. In 1890 he returned to Egypt as Judicial Adviser to the Khedive, which office he is now resigning, as his long residence in hot climates renders necessary more leave of absence in the summer than the rules of the Egyptian service allow.

The seventy-second annual general meeting of the Standard Life Assurance Co. was held at Edinburgh on Tuesday, the 19th of April, 1898. The following results for the year ended 15th of November, 1897, were reported: 4,738 policies were issued, assuring £1,844,087; the total existing assurances in force at 15th of November, 1897, amounted to £23,919,754; the claims by death during the year amounted, including bonus additions, to £575,168; the revenue for the year ended 15th of November, 1897, amounted to £1,123,013; and the accumulated funds at same date amounted to £8,804,722, being an increase during the year of £356,419.

EASTER SITTINGS, 1898.

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EASTER SITTINGS, 1898.

APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on Tuesday, April 19, and afterwards on every Monday in Easter Sitting. Bankruptcy appeals will be taken on Friday, April 22, and following Fridays.

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Wednesday, April 20, and following days in that week. Final appeals in the second week.

On Mondays and Fridays final appeals or new trial motions will be taken if there are not enough interlocutory or bankruptcy appeals for a day's paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Tuesday, April 19, and afterwards on every Wednesday in Easter Sittings.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

N.B.—Probate and Divorce final appeals will be taken in the Chancery Appeal List as reached.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, May 5.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE,
AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND
THE COUNTY PALATINE AND STANNARIES COURTS.

(Final List.)

1897.
In re The Russian Spratt's Patent Id, Johnson v The Russian Spratt's
Patent Id app of plt from order of Mr Justice Stirling, dated April 30,
1897 May 27

The Automatic Diversions Syndicate, Ltd v Urry app of pmts from order of Mr Justice Byrne, dated March 29, 1897 (security ordered) May 27

In re Griffiths Duncombe v Waterlow app of pltf from order of Mr Justice Kekewich, dated July 31, 1897 (order not perfected) Aug 31.

In re The Mersey Ry Co & Ry Co's Act, 1867 app of the company from
Order of Mr Justice Stirling, dated Aug 10, 1897 (s.o. until motion dis-
posed of in Mr Justice Stirling's Court) Oct 28

1898.

Manchester Brewery Co, ld v North Cheshire and Manchester Brewery Co;
ld app of plts from order of Mr. Justice Byrne, dated Nov 30, 1897
Jan 19

Howland v The Dover Harbour Board app of plt from order of Mr Justice Romer, dated Dec 2, 1897 Jan 26

In re The Companies Acts, 1862 to 1890, and In re The Great Talung
Gold Mine, ld app of C A B Watts from order of Mr Justice Wright,
dated Jan 29, 1898 Jan 31

Cockle v Lutyens app of dft from order of Mr. Justice Kekewich, dated Jan 29, 1898 Feb 7

Fell v The Official Trustees of Charity Lands app of plt from order of
Mr Justice Romer, dated Nov 4, 1897 Feb 15

In re Bagshawes, ld & Co's Acts, 1862 to 1890 app of Hearl & Tonks
(1897), ld from order of Mr. Justice Kekewich, dated Feb 1, 1898 (order
not perfected) Feb 15

In re Budd Dalzell v Anderson app of plt from order of Mr Justice
Kekewich, dated Jan 14, 1898 Feb 16

Baxter v Middleton app of plt from order of Mr. Justice Kekewich,
dated Feb 8, 1898 Feb 21

Coghlan v Cumberland app of plt from order of Mr Justice Gorell
Barnes (sitting, &c), dated Feb 8, 1898 Feb 22

Woodfin v Brown app of plt from order of Mr Justice Kekewich, dated
Nov 11, 1897 Feb 24

The Birmingham Breweries, ld v Jameson app of dft from order of Mr.
Justice Byrne, dated Feb 11, 1898 Feb 25

In re De Nicols, De Nicols v Ourlier, app of dfts Louisa Pigache & ore
from order of Mr Justice Kekewich, dated Feb 3, 1898 Feb 26

Lord Hood v Coulson app of dfts H H Hare and anr from order of Mr.
Justice Byrne, dated July 26, 1897 March 2

In re the Companies Acts, 1862 to 1890, and In re Olympia Id (Registered 1893) app of G S Barnes from order of Mr Justice Wright, dated Feb 17, 1898 March 2

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1897.

Lake v Harrison app of dft from order of Mr Justice North, dated Aug 4, 1907 (order not perfected). Aug 20.

Raleigh v Goschen app of plt from order of Mr. Justice Romer, dated
Nov 13, 1897. Dec 10

Boord v The African Consolidated Land & Trading Co, 1d app of debts from order of Mr Justice North, dated Dec 10, 1897 (order not rev)

From order of Mr Justice North, dated Dec 10, 1897 (order not perfected) Dec 18

1898.

La Rochefoucauld v Boustead app of plt from order of Mr. Justice Kekewich, dated Feb 15, 1898 March 18
Allhusen v The Ealing & South Harrow Ry Co app of plt from order of Mr. Justice Stirling, dated March 22, 1898 (order not perfected)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Williams, petnr, M William, respnt, T Rees, co-respt (Divorce) app of petnr from order of Mr Justice Gorell Barnes, dated May 29, 1897 January 20

FROM THE QUEEN'S BENCH DIVISION.

Judgments Reserved.

(Final List.)

Trinder, Anderson, & Co v Thames & Mersey Marine Insce Co app of dfts from judgt of Mr Justice Kennedy, dated July 23, 1897, at trial without a jury, Middlesex (c.a.v. Feb 9)
Same v North Queensland Insce Co ld app of dfts from judgt of Mr. Justice Kennedy, dated July 23, 1897, at trial without a jury, Middlesex (c.a.v. March 23)
Same v Weston, Crocker, & ors app of dfts from judgt of Mr Justice Kennedy, dated July 23, 1897, at trial without a jury, Middlesex (c.a.v. March 23)
The Westport Coal Co ld v McPhail app of dfts from judgt of Mr Justice Kennedy, dated July 23, 1897, at trial with special jury, Middlesex, by order (c.a.v. March 23)
Allen & ors v White & Co ld app of dfts from judgt of Mr Justice Mathew, dated Aug 5, 1897, at trial without a jury, Middlesex (c.a.v. Jan 29)
Thomson v White app of plt from judgt of Mr. Justice Mathew, dated August 5, 1897, at trial without a jury, Middlesex (c a v March 25)
Attorney-gen v The Rev H Beech & W Beech (Revenue) app of defts from judgt of Baron Pollock & Mr Justice Ridley, dated July 28, 1897 (c a v March 29)

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

Marks v Frogley & ors appln of defts (other than Frogley) for judgt or new trial on appeal from verdict & judgt, dated Jan 22, 1898, at trial before Mr Justice Kennedy & special jury, Middlesex (c a v March 30)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1897.

Aktiebolaget Separator v Dairy Outfit Co, ld app of plts from judgt of Mr Justice Wright, dated April 12, 1897, without a jury, Middlesex July 26
The Badische Anilin & Soda Fabrik v La Societe Chimique des Usines, &c app of plts from judgt of Mr Justice Wills, dated Aug 7, 1897, at trial without a jury, Middlesex Oct 2
Carter v Clough app of plt from judgt of Mr Justice Wright, dated Aug 6, 1897, at trial without a jury, York Nov 10
Nicholson v Fisher app of plt from judgt of Mr Justice Bruce, dated Nov 1, 1897, at trial without a jury, Middlesex Nov 15
United Flexible Metallic Tubing Co ld v Allen & Sons app of dfts from judgt of Mr Justice Channell, dated Nov 5, 1897, at trial without a jury, Middlesex Nov 16
Cummins v Smith app of plt from judgt of Mr Justice Mathew, dated July 21, 1897, at trial without a jury Nov 18
Passingham v King app of dft from judgt of Mr Justice Kennedy, dated Nov 13, 1897, at trial without a jury, Middlesex Nov 22
Reis v MacCallum app of dft from judgt of Mr Justice Bigham, dated Nov 10, 1897, at trial, &c Nov 24
White v Turnbull, Martin, & Co app of plt from judgt of Mr Justice Bigham, dated Nov 16, 1897, at trial without a jury, Middlesex Nov 24
The Colne Fishing Co & The Mayor, &c. of The Boro' of Colchester v Chapman & anr app of plts from judgt of Mr Justice Ridley, dated Oct 26, 1897, at trial without a jury, Middlesex Nov 25
The Mersey Docks & Harbour Board v R Hunter, Craig, & Co app of dfts from judgt of Mr Justice Mathew, dated Nov 13, 1897, at trial without a jury, Middlesex Nov 27

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

(With Nautical Assessors.)

1898.

The Cygnus—1897—Folios 568 & 571 (constd) damage Owners of the ss Isle of Durey v R J Francis and A Erant app of plts from judgt of the president, dated Jan 27, 1898 Feb 9
The Pampa—1897—Folio 306 (damage) Owners of Lippe & ors v Owners of Pampa app of dfts from judgt of the President, dated Feb 2, 1898 Feb 17
Provencal—1897—Folios 410 & 413 (damage) Owners of Abyssinian & ors v The Owners of the Provencal app of plts from judgt of the President, dated Feb 8, 1898 Feb 24
Toward—1898—Folio 18 (damage) Owners of Robert Adamson & ors v Owners of Toward and freight app of dfts from judgt of Mr Justice Gorell Barnes, dated March 4, 1898 March 19

Douro—1897—Folio 559 (damage) Owners of Victor Pretot v The Owners of Douro app of plts from judgt of Mr Justice Gorell Barnes, dated March 14, 1898 March 25

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1897.

Gomersall v Davies app of dft for judgt or new trial on app from verdict & judgt, dated Aug 2, 1897, at trial before Mr Justice Wright and common jury, Leeds Oct 23
Whitfield v Bishop Auckland Urban District Council appln of dfts for judgt or new trial on app from verdict and judgt, dated Nov 19, 1897, at trial before Mr. Justice Wright and special jury, Durham Dec 3
Sutherland v Hess appln of plt for judgt or new trial on app from verdict & judgt, dated Feb 10, 1898, at trial before The Lord Chief Justice and special jury, Middlesex Feb 23
Barrington v The London & Westminster Loan and Discount Co ld appln of plt for judgt or new trial on app from verdict & judgt, dated Feb 23, 1898, at trial before Mr Justice Darling and common jury, Middlesex Feb 24
Lamond v Taylor appln of plt for judgt or new trial on app from verdict & judgt, dated Feb 23, 1898, at trial before Mr Justice Darling and common jury, Middlesex March 4
Kidner v Stevens appln of plt for judgt or new trial on app from verdict & judgt, dated Jan 24, 1898, at trial before Mr Justice Bigham with a jury, Somersetshire March 5
Repper v Cramlington Coal Co ld appln of defts for judgt or new trial on app from verdict and judgt, dated Feb 24, 1898, at trial before Mr Justice Ridley and common jury, Newcastle March 7
British Empire Type Setting Machine ld & ors v Linotype Co ld appln of dfts for judgt or new trial on app from verdict and judgt, dated Feb 28, 1898, at trial before the Lord Chief Justice and special jury, Middlesex March 7
Buss v Allen & Sons appln of plts from judgt or new trial on app from verdict and judgt, dated March 24, 1898, at trial before Mr Justice Day and special jury, Middlesex March 30
Eduards v London General Omnibus Co ld appln of ptf for judgt or new trial on app from verdict and judgt, dated March 25, 1898, at trial before Mr Justice Day and special jury, Middlesex March 31
Hughes v Cooksey & anr app of B Cooksey for judgt or new trial on app from verdict and judgt, dated March 23, 1898, at trial before Mr Justice Bruce and common jury, Middlesex April 4
Croft & anr v Beck & anr appln of dfts for judgt or new trial on app from verdict and judgt dated March 19, 1898, at trial before Mr Justice Kennedy and special jury, Birmingham April 4
Grove v Buluwayo Estate & Trust Co ld appln of dfts for judgt or new trial on app from verdict and judgt, dated March 29, 1898, at trial before Mr Justice Darling and common jury, Middlesex April 5
Boaler v Aylward appln of ptf in person for judgt or new trial on app from verdict and judgt, dated , at trial before Mr. Justice Mathew and special jury, Middlesex April 7

FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

1898.

In re Young (expte The Trustee) against a refusal by Mr Registrar Linklater upon the appln of the Trustee to make an order to set aside a part of the income or pension of the debtor for the benefit of the creditors in the bankruptcy
In re Bertie, Lady Mary (expte The Debtor) against a receiving order made by Mr Registrar Giffard, dated March 24, 1898
In re Hartmont (expte The Debtor) against a receiving order made by Mr Registrar Hope on April 1, 1898
In re Cronmire (expte The Trustee) against an order of Mr Justice Wright, made on Feb 19, 1898, admitting the proof of debt of Alfred Edward Waud to rank as a claim against the estate of the said Cronmire for the full amount

FROM THE QUEEN'S BENCH DIVISION.

(Interlocutory List.)

1897.

Lumeden v Burnett (Crown side) app of plt from order of Justices Day & Lawrence, dated Jan 27, 1898 Feb 14
The Royal College of Music & ors, applts v The United Vestry of the Parish of St Margaret and St John the Evangelist, Westminster, & ors, respnts (Crown side) app of the United Vestry from order of Justices Hawkins and Channell, dated Dec 14, 1897 March 1
Hess v Labouchere app of plt from order of Mr Justice Bruce, dated March 9, 1898 March 15
The Queen v Lyon & ors (Crown side) app of H R Carter from order of Justices Wright & Darling, dated March 3, 1898 (not before April 21) March 15
Reynolds & anr v McNicoll app of dft from order of Mr Justice Grantham, dated March 12, 1898 (security ordered) March 22
Lowndes v Cathcart Cathcart v Walker Smith v Cathcart Pegg v Cathcart app of Mrs Cathcart from order of Mr Justice Grantham, dated March 23, 1898 March 25
The London & North Western Ry Co v Donnellan (Crown side) app of dft from an order of Justices Wright & Darling, dated March 15, 1898 March 25
The London & North Western & Great Western Ry Cos v Billington ld (Crown side) app of dfts from order of Justices Wright & Darling, dated March 18, 1898 March 25

Watson & Co, ld v Cameron app of dft F B Cameron from order of Mr. Justice Grantham, dated March 15, 1898 March 31
 P Lodge v The Mayor, Aldermen & Burgesses of the Boro' of Huddersfield (Crown side) app of respts from order of the Lord Chief Justice and Mr. Justice Ridley, dated April 1, 1898 April 2
 Riedberger v Heyl app of dft from order of Mr Justice Grantham, dated April 1, 1898 April 4
 Dickenson v Thomas app of dft from order of Mr Justice Grantham, dated March 30, 1898 April 4
 Nicholson v London & Paris Exchange, ld app of dfts from order of Mr Justice Grantham, dated March 21, 1898 April 6
 N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to April 7, 1898, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1898.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Easter Sittings Paper, with the following exceptions, viz.:

Mr. Justice North.—In consequence of Mr. Justice North sitting for the disposal of his lordship's own witness list, from Tuesday, April 26, until Saturday, May 7 (inclusive), his lordship's motions and unopposed petitions will be taken by Mr. Justice Romer—that is to say, motions on Thursday, April 28, and Thursday, May 5; unopposed petitions on Saturday, April 30, and Saturday, May 7. If witness actions can be taken on any days other than those above appointed, due notice will be given.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his lordship's own witness list, from Tuesday, May 10, until Saturday, May 21 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Kekewich—that is to say, motions and unopposed petitions on Thursday, May 12, and Thursday, May 19.

Mr. Justice Kekewich.—The order of business before Mr. Justice Kekewich will be as stated on the sittings paper. Actions for trial with witnesses will be taken on Tuesday, April 26, and continued until the end of the following week. They will also be taken at other times. Notice will be given in the Daily Cause List.

Mr. Justice Romer.—Witness actions will be commenced on Wednesday, April 20. In consequence of Mr. Justice Romer sitting for the disposal of his lordship's own witness list, from Tuesday, May 10, until Saturday, May 21 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice North—that is to say, motions on Thursday, May 12, and Thursday, May 19; unopposed petitions on Saturday, May 14, and Saturday, May 21. When the witness list is being taken, further considerations will not be taken on the Tuesday.

Mr. Justice Byrne will take witness actions every day in the order as they stand in his lordship's cause book.

Liverpool and Manchester Business.—Mr. Justice Byrne will take Liverpool and Manchester business as follows:

1. Motions, short causes, petitions, and adjourned summonses on every other Friday, commencing with Friday, April 22.

2. Summonses in chambers will be taken on every other Saturday, commencing with Saturday, April 23.

Summonses before the judge in chambers.—Justices North, Stirling, Kekewich, and Romer will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows: Mr. Justice North on the days stated in the Easter Sittings paper, and on Fridays and Saturdays; Mr. Justice Stirling, with non-witness actions; Mr. Justice Kekewich on Fridays as stated in the Easter Sittings paper; Mr. Justice Romer, with non-witness actions, except procedure summonses, (which if any) are taken every Saturday, and also on other days as the judges may direct.

Chancery Causes for Trial or Hearing.

(Set down to April 7, 1898, inclusive.)

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).

Collins v Woodfield act
 Goode v Higgs act restored
 Hunt v Worsfold act
 Attenborough v Jay act
 Frewen v The Exploration Co, ld act & m f j
 Trower v Radcliffe act & m f j
 Radcliffe v Trower act (transferred from Kekewich, J) advanced by order
 Batthyany v Sykes act
 Chillingworth v Chambers act
 Blaiberg v Taylor act & m f j
 Hay v Gore act
 In re Dawson Leage v Job act
 The Llangollen Urban District Council v Best act (not before May 1)
 The Howard Football Syndicate ld v Sykes act
 Clark & Grunhut v Crozier & Co act

Dyke v Allman act

Collins v Jones act
 Crampton v Carus-Wilson act
 Topp v Milbank act & m f j
 Hallows v Anderson act
 London County Council v London Tramways Co ld act
 Turner v Stanley act
 Judd v Byrne act
 Rapley v Futvoye, Field, & Baker act
 In re Chester Chester v Chester act
 The Pneumatic Rubber Stamp Co ld v Lindner act
 Foster v Wagstaffe act
 In re Ehrhardt's Patent, No 3,116 of 1891 petn entered in Witness List
 Lord Iveagh v Davies act
 Massingberd v Massingberd act
 Spurgeon v Keddie act
 Holt v May act
 Gregory v Freama act

The Lea Conservancy Board v London Agency ld act & counter-claim

Cook v Stuart (1897—C—500) act
 Same v Same (1897—C—501) act
 F C Calvert & Co v D Calvert & Co act

Kilner v Taylor act and counter-claim

The Trustees, Executors, & Co ld v The Deutsche Bank act

Woodward v Darley & Cumberland act

Moran v Raby act

Bolleau v Heath act

Octopus ld v Harding & Co act

Hiscock v Lackenby act

Bilton v Woodbridge act

Bovril, ld v Bouillon Fleet, ld act

Same v MacSymons' Stores, ld act

Same v McBirnie act

Same v Evans act

Same v Shaw act

Same v J P Evans & Co act

Pierce v Weston act

Causes for Trial (without witnesses).

Watson v Bowes act

Girling v Girling act

Trustee of J M Corderoy v Mathews act & motn for judgt

Adjourned summonses.

In re Paget Swaine v Kenrick

In re Chamberlain Hogan v Cockrell (restored)

In re Russell Literary, & Co, Institution Figgins v Baghino pt hd

In re Broughall Shackleton v Smith

In re Reina Frost v Lucas

In re Lambe Lambe v Lambe

South African Republic v La Compagnie Franco-Belge, & Co

In re Garrard James v Gregg

In re A Turner & Sons, gent, & Co (expte C A M Kremer) taxation

In re Same (expte A L Kremer) taxation

In re Meredith Stone v Meredith

In re Broderick Goldson v Broderick

In re Charrington Charrington v Charrington

In re Heath, Parker & Brett, solrs & Co (to vary certificate)

In re Simpson Ramsay v Oxley

In re Vernal & Bentwick & V & P Act, 1874

Further Considerations.

In re Todd Todd v Moseley fur con adjd from chambers and adjd sums pt hd

Chillingworth v Chambers 2nd fur con and adjd sums pt hd

In re Cocker Holcombe v Holcombe fur con

In re Tottenham Tottenham v Tottenham fur con adjd from chambers

In re Hampson Hurst v Hampson fur con

Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).

Woodhead v Woodhead act

British Motor Syndicate ld v British Motor Carriage and Cycle Co ld act (pleadings to be delivered)

Nightingale v Kent act (transferred from Q B Division)

Jenkins v Jenkins act and counter-claim

In re Taylor Atkinson v Lord act & m f j (set down by order—s o one month after depositions filed)

Lovely v Fotheringham act

Calvert v The Murchison United Gold Mines ld act & counter-claim

Presto Gear Case & Components Co ld v Simplex Gear Case Co ld act

Maude v Salt, Sons & Co ld act (pleadings to be delivered)

British North Borneo Development Corpn ld v Colmer act & m f j

In re Reynolds, Reynolds v Stebbing adjd sums entered in Witness List

Read v Eley act (set down by dft)

Gates v Mott act

John Smith's Tadcaster Brewery Co ld v Favell act (Sheffield D.R.)

Sedgwick v Hawse act without pleadings (set down by order)

The Life Interest & Reversionary Securities Corpn ld v Hand-in-Hand Fire & Life Insn Soc act

Neave v Duke of Richmond act

In re A Christie's Trusts & Trustee Act ptn entered in Witness List

Kane v T Guest & Co act

The Vacuum Oil Co v Holloway act

Coates v Danes act & m f j

Halford v Lewinsohn act

Fanning v Fennessy act

The Silkstone & Haigh Moor Coal Co ld v Edey act

Warren v The Invieta Patent Brick, & Co, Cold act (Trinity Sittings)

Lennox v Peters act

McLeod v Power act for trial (against dft J Power)

Electric Construction Co ld v Parker act

Causes for Trial (without witnesses) and Adjourned Summonses.

In re Ingham Lawes' Chemical Manure Co ld v Ingham adjd sums (second day in Sittings)

Padgett v Todd act & m f j

Young v Gaby special case

In re Keeble & Stilwell's Flettons Brick Co and V & P Act, 1874 adjd sums

In re J J Faulkner, a solr, & Co adjd sums

In re Budd & Marcus' Contract & V & P Act, 1874 adjd sums

In re A Webster Webster v Robinson adjd sums

In re Mead Mead v Smith adjd sums

In re Smith Smith v Selway adjd sums

In re Scowcroft Ormrod v Wilkinson adjd sums

Rogers v Clark adjd sums

In re Yeo Hawkins v Yeo adjd sums

Before Mr. Justice KEKEWICH.

Causes for Trial (with witnesses):

Lord Hawke v Wright act (restored head of list by order) pt hd

Dominion Brewery Co, ld v Foster act & counter claim (restored)

Hoe & Co v Foster & Sons act (pleadings to be delivered)

Wilson v Lubbock act

Lubbock v Wilson act & motn for judgt (advanced by order) plt & Wilson dead

Beale v Honess act (not before May 2)

Wilkinson v Leyland act (not before Trinity Sittings)

In re Hedgcock Rawlinson v Hedgcock act (not before May 4)

Brooks v Middlemore act

Jackson v The Normanby Brick Co ld act

Wallis v Barnard act

Davies v Croucher act

Ecclesiastical Commrs for England v Earl of Duple act

Remus & Temler v H Stevenson & Sons act

Preedy v Mayor, & Co of Gloucester act

In re Walker Walker v Smith act
The Dunlop Pneumatic Tyre Co ld
 v New Ixion Tyre & Cycle Co ld act
 Brain v Sydney & Crump Meadow Collieries Co ld act
 Bird v White act
 Allen v Oates & Green ld act
 Kitchen v Wilson act (Trinity Sittings)
 In re Pollard Willson v Pollard act
 Philpot v Coventry Machinists Co ld act
 Hilleard v Neale act
 Hamilton v Major act
 Dockrell v Dougall act
 Pollock v Garle act
 Carr v Jackson act
 Head v Gould act and two 3rd party notices
The New Ixion Tyre & Cycle Co ld
 v Spilsbury act
 Baker v Evershed & Son act
 Louis v Stoddart act without pleadings
 Jones v Thomas act
 Binks v Richardson act
 Bouillon Fleet ld v Costa act
 Hill v Kirby act

Causes for Trial (Without Witnesses).
 Burn v Warner m f j
 In re Crampton Crampton v Townsend act (evidence not complete)
 Dixon v Wyatt act
 Van Belleghem v Jeffery m f j short

Adjourned Summonses.
 Russell v Elers adjd sumns pthd (s o May 3)
 Lillie v Hutchison adjd sumns
 In re Suarez Deves v Nichols adjd sumns
 In re Freake Murdoch v Freake adjd sumns
 In re Protheroe & Phillips & V & P Act, 1874 adjd sumns
 In re Harward Harward v Holme adjd sumns
 In re Sir H Edwards Sooby v Elliot adjd sumns
 Weeks v The Kent, Sussex, &c. Land Soc ld adjd sumns

Further Considerations.
 New Zealand's Minerals Co ld v Touzeau & Janson fur con
 In re Brown Benson v Grant fur con
 In re Chapman Cocks v Chapman second fur con
 In re Stephenson Donaldson v Bamber fur con

Before Mr. Justice ROMER.
Causes for Trial (With Witnesses).
 Hutchinson v Allott act pt hd
 Board of Management of West London School District v Staines Urban District Council act
 Cove v Chapple act (transferred from Q B Division)
 The Royal Baking Powder Co v Wright, Crossley, & Co motn to be treated as m f j without pleadings (not before April 26)
 Morgan v Bayliss act & counterclaim (plt bankrupt)
 Locket v Hamlyn & Co act
 In re Fell Beresford v Beresford act & counterclaim
 Brampton v Manchester, Sheffield, &c, Ry Co act
 Davis v The Sussman Electric, &c, Co ld act
 In re Preston Preston v Bonney Booth v Bonney act pt hd restored & adjd sumns (heard for Byrne, J)

Causes for Trial.
(Without Witnesses and Adjourned Summonses.)
 In re Henderson Henderson v Henderson adjd sumns (one dft dead)
 In re Stratford Malcolm v Stratford adjd sumns (not before April 23)
 Faber v Earl of Westmorland act & m f j
 In re Norris Norris v Norris adjd sumns
 In re the Registered Trade Mark Nos 27,850 and 72,790 of John Batt & Co, and Patents, &c Acts motn entered in non witness list by order
 In re the Appln of W H Dunning & amr (trading as James Carter & Co, and also as Carters) for the Registration of a Trade Mark, No 207,397, and Patents, &c Acts motn entered in non-witness list by order

Further Considerations.
 In re Cotton Buckell v Cotton fur con (restored)
 Perks v Shepherd fur con

Before Mr. Justice WRIGHT.
 (Sitting as an additional Judge of the Chancery Division.)

Motions.
Companies (Winding-up).
 W Brook & Son ld (transfer proceedings)
 African Landed Estates Co ld (for discharge of order dated June 21, 1894, as regards applicant)
 London & General Bank ld (to compel attendance of witness)
 London & West of England Contract Co ld (leave to issue writ of attachment)
 Colonial Debenture Corpn ld (vary order refusing public examn)
 Ormonde Gymnastic Club, ld (for leave to issue writ of attachment)
 Southern Counties Deposit Bank, ld (to appoint liquidator)
 International Commercial Co ld (for committal)
 London & General Bank, ld (commit)
 Veuve Monnier et ses Fils, ld (to enforce delivery of accounts)

Chancery Division.
 Black v Williams & Victoria Steamboat Assocn, ld (delivery up of possession)

Companies (Winding-up).
Petitions.
 Joseph Bull, Sons, & Co, ld (petn of M T Shaw & Co)
 Glamorgan Central Permanent Benefit Building Soc (petn of the Co)
 Industrial Securities Investment Co. ld (petn of E A Hamblyn)
 Bidasoa Ry & Mines, ld (petn of F Thorn)
 Woolley Coal Co, ld (petn of Yorkshire Banking Co, ld)
 Dawe & Co ld (petn of A Witchurch)
 Eastern Counties Bacon Factory ld (petn of Lalor and Kindersley)
 Otis Steel Co ld (petn of L Reiton)
 G & S Bracknell ld (petn of The Continental Bottle Co)
 South Kent Water Co (petn of J. Oakes & Co)
 Pontypridd Improvements Co ld (petn of P J Dunn & ons)
 Goodwins, Jardine & Co ld (petn of The Industrial and General Trust ld)
 Moore Bros & Co ld (petn of Nicholson, Sons, & Daniels)

Chancery Division.
 Societe Vinicole de Turquie ld (ptn of Co and shareholders to rescind resolutions)
 Manhanet Steamship Co ld & reduced (ptn of Co)
 Wrexham Market Hall Cold (memorandum of association—petn of Co)
 Rand Investment Corpn ld & reduced (petn of Co)
 Carnarvonshire & Merionethshire Steamship Co ld and reduced (petn of Co)
 London Union Land Co ld & reduced (petn of Co for reduction of capital)
 Yorkshire Banking Co ld (memorandum of association—petn of Co)
 Leipzig Crystal Palace Co ld & reduced (petn of co for reduction of Capital)
 Strong & Co ld & reduced (petn of co for reduction of capital)

Court Summonses.
Companies (Winding-up).
 Lands Allotment Co ld (taxation of bill)
 London and General Bank ld (for leave to make a set off)
 Odell ld (on claim)
 Private Investors' Asscn, ld (on claim)
 Peabody Gold Mining Corpn, ld (as to construction of thirty-ninth Article of Association)
 Coolgardie Consolidated Gold Mines ld (to vary list of contributors)
 Same (Same)
 Bonara Italian Steel & Tin Plate Manufacturing Co ld (for misfeasance) with witnesses
 Lindsay's Extended (East) Gold Mines ld (on claim)
 London & Westminster Contract Corpn ld (on claim)
 White Feather United Gold Mines ld (on claim)
 Marble (Moreau Rae) Syndicate ld (to reverse decision of Official Receiver rejecting proof)
 New Travellers' Chambers ld (preliminary objections)
 Same (for stay)
 New English Bank of The River Plate ld (as to interests on deposit receipts)
 Auriferous Properties ld (as to set off)
 Newmarket Breweries & White Hart Hotel Co ld (for balance order—with witnesses)
 South Beach Land & Building Corpn ld (to vary list)
 George G Ratty ld (to remove Liquidator)

Chancery Division.
 Stubber v T Daniel & Co ld (for sale)
 Same v Same (for leave to cross-examine)
 Same v Same (declare dividend)
 Same v Same (for discovery)

Before Mr Justice GORELL.
BARNES
 (Sitting as an additional judge of the Chancery Division)
 Transferred for trial or hearing by orders dated January 31st and February 22nd, 1898.

Causes for Trial
(With Witnesses)
 Heideman v Smokeless Powder Co ld act (stand over on question of costs by order)
 Twyford v Twyford act
 Dessau v Grueber act
 Vestry of St Mary, Battersea v County of London and Brush

Provincial Electric Lighting Co act (pt hd by the Right Hon Sir F H Jeune, President)
 Hetley v Webber act (stand over—leave to amend by order)
 Ingram v Langley act
 Croydale v Sunbury-on-Thames Urban District Council act
 Hauteville v Hauteville act and counter claim (not before April 26)
 Barrett v Barrett act
 De Young v Chandler act and counter claim
 The Dunlop Pneumatic Tyre Co ld v Stone act
 Blalberg v Mear act & m f j
 Pretcher v New Rio Tinto Copper Co ld act
 Edison Bell Phonograph Corpn ld v Rigg act
 The Incandescent Gas Light Co ld v New Incandescent (Sunlight Patent) Gas Lighting Co ld act
 Inman v Bishop Inman v G Scott & Co act (consolidated)
 In re Letters Patent No 10,644 of 1887 & 13,443 of 1889, granted to Carl Hagenmacher petn entered in witness list
 In re Hattersley & Jackson's Patent, No 22,923 of 1895, &c petn entered in witness list
 Garstin (trading &c) v Stafford act

Before Mr. Justice BRANES.
Causes for Trial (with Witnesses)
 Dean v Sercombe, Son, & Co act (not before May 10)
 Bulpett v Link act (Trinity Sittings)
 Midland Ry Co v Toplis act
 Stevenson v Harward act (not before May 24)
 In re Marriott, Marriott v Marriott act (not before Trinity Sittings)
 Bartlett v Spilking & Co act (not before June 24)
 Crip v Swann act (Cambridge D R)
 Ellison v Fawcett act
 Haigh v Colman & Baker act
 Fielden v Mayor, &c of Morley act
 Mytton v Evans act
 Isaacs v Towell act
 Williamson v Haggas act
 The Home & Colonial Stores ld v World's Tea Co act
 Brickwell v Faldo act
 Hopkins & Son v Plant act
 L de Rothschild v Miles act
 In re Hughes, Faber v Gye act
 In re Lucas, Govett v Lucas act & two third-party notices of dft Schwabe
 Brown v Collings act
 Lyons v Oakshette act
 Wackett v Gingell, Son, & Co act
 Attorney-General v Dinas Steam Colliery Co ld act
 Lewin v Hood act
 Abrahams v Partridge act set down by order
 Ecclesiastical Commrs for England v Pinney act
 Fricker v Van Grutten act
 Stepney v Barry Port & Gwendreath Valley Ry Co act
 Pellow v Ohlry act
 Ryves v Ryves act
 Kingswell v MacAndrew act
 Lake v Archer Burton act
 Samuel v Gibbon act (restored after master's certificate)
 Billington v Nash act (Liverpool D R)
 Wright v Tompson act (re-entered by order Feb 24, 1898)

ASHTON, THOMAS, Didsbury, Lancs May 28 Ounliffe & Greg, Manchester
 AVELING, ELEANOR MARX, Sydenham May 16 Crosse & Sons, Lancaster pl, Strand
 BAILEY, HENRY, East Bedford, Notts May 28 Mee & Co, Bedford
 BUTLIN, WILLIAM, Rugby May 18 Wratclaw & Thompson, Rugby
 CHERRSBOUGH, ELLEN, Leeds June 1 Bailey, Leeds
 CHURCHILL, the REV EKEKER BAILLY, Tattershall, Lincoln June 18 Clitheroe & Son,
 Tattershall
 CRESPEL, CHARLES EDWARD, Lille, France May 16 Crosse & Sons, Lancaster pl, Strand
 DICKINSON, JANE, Leigh, Lancs May 14 Marsh & Co, Leigh
 FROST, ELIZABETH, Island rd, Lavender hill May 16 Willcocks, New inn, Strand
 GLAZEBROOK, JOHN KNOWLES, Chester June 4 Page, Manchester
 GOOD, JOSEPH, Hackney rd May 31 G & W Webb, New Broad st
 HADGW, AEMILIA MARY, Southwick st, Cambridge sq May 31 Bircham & Co, Parlia-
 ment st
 HAIGH, GEORGE, Manchester June 4 Page, Manchester
 HEPTON, THOMAS, Liverpool May 16 Laces & Co, Liverpool
 HOLMES, WILLIAM, Cressage, Balop, Innkeeper May 9 Sprott & Morris, Shrewsbury
 HOUGHTON, TIMOTHY, Bury, Licensed Victualler May 7 Bull, Bury
 JORDAN, EMMA, Rhyll, Flint May 12 Gamlin & Williams, Rhyll
 KEELING, JOSEPH, Wolstanton, Stafford, Earthenware Manufacturer May 20 Boulton &
 Burnham
 KELK, ARABELLA, Scarborough May 12 Waite & Co, Scarborough
 KNIGHT, WILLIAM FRANCIS, Shrewsbury May 31 Burton, Birmingham
 LEAKE, JANE, Bilton, Harrogate April 25 Gilling & Raworth, Harrogate
 LESTER, CHARLES WILLIAM LLOYD, Stratford on Avon May 14 Jobson, Dudley
 LIBERTY, ALFRED, Addlestone, Surrey May 31 Liberty
 MANSFIELD, WILLIAM, Romford, Essex May 10 Crosse & Sons, Lancaster pl, Strand
 MEADOWS, JOHN, Wine Merchant, Hove, Sussex June 15 Macaulay & Bennett,
 Leicester
 MORRISON, ALFRED, Carlton House ter May 27 Ashurst & Co, Throgmorton avenue
 NEWPORT, JOSEPH, Upper Tollington rd, Holloway May 16 Hankers & Haynes, New sq,
 Lincoln's inn
 O'DOWDALL, ANKELINA, Kensington Park grdns May 18 Woodcock & Co, Bloomsbury
 square
 PEARSON, WILLIAM, Woodhouse, York May 23 Kesteven, Sheffield
 PULLIN, FREDERICK HOWARD, Crowd rough, Sussex May 20 Atkinson & Dresser
 Finsbury circ
 SANBROOK, EMMA, Walsall May 10 Arnold & Son, Birmingham
 SHANK, JOHN, Lewisham May 31 Morten & Co, Newgate st
 SHARP, MARGARET, Hermitage, nr Lancaster April 30 Sharp & Son, Lancaster
 BRUTT, ROBERT, Polestead, Suffolk, Farmer May 9 Grimwade, Hadleigh
 SPECKE, JOHN SHEPHERD, Shepherd's Bush, Physician May 19 Stanley & Co, Theo-
 bald's rd
 WALLACE, JOHN OGLE, Wyvern Weston, Durham, Marine Paint Manufacturer May 31
 Watson & Co, Newcastle upon Tyne
 WELSH, PERCIVAL, Finsbury Park May 28 Elliott & Crawley, Verulam bldge, Gray's
 inn
 WILLIAMS, HENRY, Aberdare May 7 Lewis & Jones, Morthy Tydfil
 WOOD, MARY, Tiverton, Devon May 17 Anstey, Tiverton
 YATES, MARY, Worthing May 16 Bedford & Raddiffe, Chapter Clerks' Office, West-
 minster Abbey

BANKRUPTCY NOTICES.

London Gazette.—Friday, April 15.

RECEIVING ORDERS.

FULLER, ARTHUR, Addlestone, Surrey, Butcher Kingston, Surrey Pet April 13 Ord April 13
 HERRMANN, ADOLPHUS, West Hampstead, Commission Agent High Court Pet April 13 Ord April 13
 HITCHIN, HARRY, Aberdare, Painter Aberdare Pet April 13 Ord April 13
 HOLLIDAY, SAMUEL, Morley, York, Smallware Dealer Dewsbury Pet April 7 Ord April 7
 LLOYD, DANIEL, Cymmer, Glam, Builder Neath Pet April 12 Ord April 12
 MORRISON, JAMES HARVEY, Forest Gate, Essex, Baker High Court Pet April 13 Ord April 13
 ONYETT, T E, Petty Cury, Cambridge Buntingford Pet March 14 Ord April 1
 PHILLIPS, THOMAS JAMES, Pembroke, Baker Pembroke Dock Pet April 13 Ord April 13
 PETERS, THOMAS, Leigh, Lancs, Clerk of Works Bolton Pet April 13 Ord April 13
 QUESTED, WILLIAM RICHARD, Shrewsbury rd, Stonebridge Park, Builder High Court Pet March 10 Ord April 13
 SAYRES, CHARLES WILLIAM, Chingford, Essex, Builder Edmonton Pet April 7 Ord April 7
 SUTCLIFFE, ARTHUR, Castleford, York, Builder Wakefield Pet April 13 Ord April 13
 WAKEFIELD, HENRY, Chedworth, Glo, Farmer Cheltenham Pet April 6 Ord April 6
 WARD, WILLIAM, Rugby, Coachbuilder Coventry Pet April 13 Ord April 13
 WEEKS, EDWIN THOMAS, Plymouth, Confectioner Plymouth Pet April 13 Ord April 13
 WOODS, THOMAS HENRY, Woodville, Derbys Burton on Trent Pet April 13 Ord April 13

FIRST MEETINGS.

ASHWORTH, GEORGE HENRY, Dewsbury April 22 at 3.30 Off Rec, Bank Chambers, Batley
 BARNETT, JAMES MCTURK, Stoke upon Trent April 22 at 10.30 Off Rec, King st, Newcastle upon Tyne
 BAYLY, GEORGE, West Brompton, Hosiery April 22 at 1 Bankruptcy bldgs, Carey st
 BRICE, E H, Highbury, Cab Proprietor April 22 at 12 Bankruptcy bldgs, Carey st
 BROOKFIELD, WILLIAM, EDWARD BROOKFIELD, and WILLIAM BALI, Longton, Staffs, Earthenware Manufacturers April 22 at 2.30 North Stafford Hotel, Stoke upon Trent
 BRALSFORD, WILLIAM, Gotham, Notts, Commission Agent April 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 CARAPATA, PETER, Sutherland avenue, Harrow rd, Commission Agent April 22 at 1 Bankruptcy bldgs, Carey st
 COLLINS & Co, Pentonville rd, Wall Paper Merchants April 22 at 12 Bankruptcy bldgs, Carey st
 DAVIES, OWEN, Llanelly, Grocer April 21 at 11.30 Off Rec, 4, Queen st, Carmarthen
 DEATH, MICHAEL, Granville mews, Cricklewood April 22 at 11 Bankruptcy bldgs, Carey st
 DE RIDDER, ANANIAS, Dulwich April 22 at 2.30 Bankruptcy bldgs, Carey st
 DEWICK, THOMAS JAMES, Barbican April 22 at 11 Bankruptcy bldgs, Carey st
 DRIEY, SAMUEL, sen, Newhaven, Sussex, Livery stable Keeper April 22 at 2.30 Coles & Sons, Seaside road, Eastbourne
 DUGGAN, EVAN, Bromyard, Hereford, Grocer April 22 at 11.30 Off Rec, 45, Coppenham st, Worcester
 ESKOLAND, THOMAS, Cardiff, India Rubber Merchant April 22 at 3 Off Rec, 29, Queen st, Cardiff
 FLEETWOOD, THOMAS JAMES RICHARDSON, St Just in Roseland, Cornwall, Innkeeper April 22 at 12 Off Rec, Boocawen st, Truro
 FRASER, ALEXANDER, Frimley, nr Farnborough, Grocer April 22 at 11.30 24, Railway app, London bridge
 GREEN, BERNARD JOSEPH, Wolverhampton, Architect April 22 at 1 Off Rec, Wolverhampton
 GUEST, ARTHUR, and WILLIAM PUGH, Rotherham, York, Builders April 22 at 2 Off Rec, Figtree lane, Sheffield
 HARVEY, GEORGE, and JOHN HARVEY, Wellington, Salop, Coachbuilders April 22 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
 HERDSON, ALFRED, Goole, Yorks, Keelman April 22 at 11.30 Off Rec, 6, Bond tee, Wakefield
 KENNEDY, SUDREY SCOTT, Abchurch ln April 22 at 12 Bankruptcy bldgs, Carey st
 LEFEVER, WALTER ALEXANDER, Hackney rd, Timber merchant April 22 at 2.30 Bankruptcy bldgs, Carey st
 LONGBOTTOM, JOSEPH, Kippax, Yorks April 22 at 11 Off Rec, 6, Bond tee, Wakefield
 MAY, JOHN WILLIAM, Clapham, Butcher April 22 at 11.30 24, Railway app, London bridge
 MORRISON, JAMES HARVEY, Woodgrange rd, Forest Gate, Baker April 22 at 11 Bankruptcy bldgs, Carey st
 NEV, W W, Bellingham, Northumberland, Presbyterian minister April 27 at 11.30 Off Rec, 30, Mooley st, Newcastle on Tyne
 PAGE, EDWARD ROBERT, Rhymney, Mon, Boot Dealer April 22 at 3, 65, High st, Merthyr Tydfil
 PAGETT, JOHN, Newport, Mon, Boot Dealer April 22 at 12 Off Rec, Westgate chambers, Newport, Mon
 PARKIN, JAMES, Milford Haven, Draper April 22 at 12.30 Temperance Hall, Pembroke Dock
 PERKINS, MARY JANE, Milford Haven, Draper April 22 at 12.45 Temperance Hall, Pembroke Dock
 PETERS, THOMAS, Leigh, Lancs, Clerk of Works April 27 at 11 16, Wood st, Bolton
 POOLERS, CLARA, Newport, I of W, Schoolmistress April 22 at 12 19, Quay st, Newport, I of W
 PRATT, JAM, Bradford, Contractor April 22 at 11 Off Rec, 31, Manor row, Bradford
 RILEY, OWEN, East Moss Side, nr Manchester, Grocer April 27 at 2.30 Off Rec, Byrom st, Manchester
 TRALE, EDMUND, Waterloo, Lancs, Accountant April 27 at 1 Off Rec, 35, Victoria st, Liverpool

THOMAS, JOHN, Treorkey, Glam, Licensed Victualler April 25 at 3 65, High st, Merthyr Tydfil
 THORLEY, HARRY, Basington, nr Wolverhampton, Farmer April 25 at 11.30 Off Rec, Wolverhampton
 WOODHOUSE, WILLIAM TAYLOR, Rochdale, Undertaker April 22 at 11.15 Townhall, Rochdale

ADJUDICATIONS.

ALLIN, SAMUEL SHAW, Garsick hill, Cannon st High Court Pet Jan 31 Ord April 7
 CORHAM, JOHN THOMAS LYON, Bridport, Dorset Dorchester Pet Feb 26 Ord April 4
 EISENBERG, ABRAHAM HARRIS, Cardiff, Tobaccoist Cardiff Pet March 22 Ord March 22
 HERCHBERG, JOSEPH, Broad st House, Mining Agent High Court Pet March 17 Ord April 7
 HITCHIN, HARRY, Aberdare, Painter Aberdare Pet April 13 Ord April 13
 HOLLIDAY, SAMUEL, Morley, Yorks, Small ware Dealer Dewsbury Pet April 7 Ord April 7
 LONGDON, ARTHUR, Boston, Linces, Licensed Victualler Boston Pet March 31 Ord April 13
 PERKINS, JAMES, Milford Haven, Draper Pembroke Dock Pet March 11 Ord April 13
 PERKINS, MARY JANE, Milford Haven, Pembroke, Draper Pembroke Dock Pet April 1 Ord April 13
 PETERS, THOMAS, Leigh, Lancs, Clerk of Works Bolton Pet April 13 Ord April 13
 PHILLIPS, THOMAS JAMES, Pembroke, Baker Pembroke Dock Pet April 13 Ord April 13
 ROBERTS, JOHN, Regent st, Billiard Table Manufacturer High Court Pet March 8 Ord April 7
 SAYRES, CHARLES WILLIAM, Chingford, Essex, Builder Edmon on Pet April 6 Ord April 7
 SUTCLIFFE, ARTHUR, Castleford, Yorks, Builder Wakefield Pet April 13 Ord April 13
 TRALE, EDMUND, Waterloo, Lancs, Accountant Liverpool Pet Mar 9 Ord April 13
 WAKEFIELD, HENRY, Chedworth, Glo, Farmer Cheltenham Pet April 6 Ord April 6
 WARD, WILLIAM, Rugby, Coachbuilder Coventry Pet April 12 Ord April 13
 WEEKS, EDWIN THOMAS, Plymouth, Confectioner Plymouth Pet April 13 Ord April 13
 WOODS, THOMAS HENRY, Woodville, Derby Burton on Trent Pet April 13 Ord April 13

London Gazette.—Tuesday, April 19.

RECEIVING ORDERS.

BENLOW, GEORGE MORGAN, Llanidloes, Tailor, Newtown Pet April 16 Ord April 16
 BRAGO, ROBERT, Clapham Wandsworth Pet March 26 Ord April 14
 BROUGH, FREDERICK JOHN, Longton, Staffs, Joiner Stoke upon Trent Pet April 16 Ord April 16
 BROWN, GEORGE FREDERICK, Rushden, Northampton, Shoe Manufacturer Northampton Pet April 16 Ord April 16
 BROWN, JACOB, Cheltenham, Hawker Cheltenham Pet April 14 Ord April 14
 CHANDLER, SAMUEL WILLIAM, Bisle, nr Stroud, Farm Bailiff Gloucester Pet April 16 Ord April 16
 DAVY, FREDERICK, Smithills, nr Bolton, Coachbuilder Bolton Pet April 15 Ord April 15
 DEAN, JOHN, Bradford, Manufacturer Bradford Pet April 16 Ord April 16
 FEWTELL, EDWARD, Linley, Salop, Farmer Leominster Pet April 14 Ord April 14
 FLETCHER, GEORGE, Long Eaton, Darbys, Innkeeper Derby Pet April 15 Ord April 15
 GLUCKSTEIN, S M, Queen Victoria st, Journalist High Court Pet March 25 Ord April 15
 GWATKIN, EDWIN WILLIAM, Usk, Mon, Builder Newport, Mon Pet April 15 Ord April 15
 HOLLIDAY, WILLIAM, Burnley, Joiner Burnley Pet March 31 Ord April 14
 HOSKIN, CHARLES, Dulwich, Preserve Manufacturer High Court Pet March 1 Ord April 15
 HOUGH, MARTHA, Loughborough, Draper Leicester Pet March 22 Ord April 4
 HOUNSELL, GEORGE COLLINS, Queen Victoria st, Merchant High Court Pet March 22 Ord April 15
 IDLE, GEORGE H, West Smithfield, Provision Merchant High Court Pet March 15 Ord April 15
 JACKSON, JAMES, Leeds, Joiner Leeds Pet Feb 25 Ord April 15
 JONES, DAVID, Aberdare Aberdare Pet Feb 16 Ord April 16
 KAT, JOHN, Wigan, Grocer Wigan Pet April 15 Ord April 15
 PARRY, RICHARD VAUGHAN, Nesscliffe, Salop, Shopkeeper Shrewsbury Pet April 16 Ord April 16
 PEYCE, HENRY CHARLES, Downals, Glam, Bootmaker Merthyr Tydfil Pet April 15 Ord April 15
 RADFORD, WILLIAM HENRY, Burton on Trent, Fruit Merchant Burton on Trent Pet April 14 Ord April 14
 RAQAN, WALTER SCOTT, Old Kent rd, Fish Frier High Court Pet April 14 Ord April 14
 RIMINGTON & HALLAM, Leicester, Boot Manufacturers Leicester Pet March 29 Ord April 14
 SAMUELS, JOHN, Bradford, Tailor High Court Pet April 16 Ord April 16
 SCRIBBS, JOSEPH, and HARRY SCRIBBS, Leeds, Butchers Leeds Pet April 13 Ord April 13
 SHEPHERD, THOMAS, Durham, Builder Durham Pet April 13 Ord April 14
 SMITH, THOMAS HENRY, Cardiff, Ironmonger Cardiff Pet April 13 Ord April 13
 SOUTHALL, DEAKIN, & Co, Leek, Stafford, Silk Manufacturers Macfield Pet April 5 Ord April 15
 TAYLOR, RANDOLPH COOPER, Holme, Manchester, Beer-seller Manchester Pet April 16 Ord April 16
 TIMMINS, SAMUEL RICHARD, Derby, Draper's Manager Poole Pet March 29 Ord April 15
 WATSON, THOMAS JOHN, Exeter, Exeter Pet April 13 Ord April 13
 WILLIAMS, FREDERICK, Collihall, Norfolk, Ironmonger Norwich Pet March 30 Ord April 15
 WORSWICK, ALEXANDER JAMES, Hollinwood, nr Oldham, Builder Oldham Pet April 14 Ord April 14

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

MACKENZIE, JOHN COLLINS ALEXANDER GAUWARD, Temple chambers, Temple avenue High Court Ord Dec 18, 1895 Adjud Dec 20, 1895 Resc and Annul April 13

FIRST MEETINGS.

BERENDT, HENRY, Charterhouse bldgs, Goswell rd, Clock Manufacturer April 22 at 11 Bankruptcy bldgs, Carey st
 BOULD, JOSEPH, Longton, Staffs, Cabinet Maker April 22 at 2 Magistrate's Room, Townhall, Stoke upon Trent
 BRANWELL, ANDREW, South Shields, Provision Dealer April 27 at 12 Off Rec, 30, Mooley st, Newcastle on Tyne
 CLARKSON, JOSEPH HENRY, Acorns Green, Warwick, Accountant Clerk April 27 at 11 174, Corporation st, Birmingham
 COATES, JOHN, Bradford, Yarn Merchant April 22 at 11 Off Rec, 31, Manor row, Bradford
 COHEN, PHILIP, Stoke Newington April 27 at 3 Off Rec, 95, Temple chambers, Temple avenue
 COLLIER, JOSEPH HENRY, Bulwell, Notts, Assistant Surgeon April 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 DAVY, FREDERICK, Smithills, nr Bolton, Coachbuilder April 22 at 11 16, Wood st, Bolton
 EISENBERG, DANIEL, Brockham, Surrey April 22 at 12.30 24, Railway app, London bridge
 FIRE, JACOB, Aberdare, Furniture Dealer April 22 at 2 65, High st, Merthyr Tydfil
 FORBES, JOHN, Craven Arms, Salop, Butcher April 27 at 2.30 2, Off st, Hereford
 GLUCKSTEIN, S M, Queen Victoria st, Journalist April 22 at 11 Bankruptcy bldgs, Carey st
 HERRMANN, ADOLPHUS EDWARD, St Mary Axe, Commission agent April 22 at 2.30 Bankruptcy bldgs, Carey st
 HOLLIDAY, SAMUEL, Morley, Yorks, Smallware Dealer April 22 at 3.30 Off Rec, Bank chambers, Batley
 HOSKIN, CHARLES, Haroldwood, Preserve Manufacturer April 22 at 12 Bankruptcy bldgs, Carey st
 HUGHES, MARTHA, Loughborough, Draper April 22 at 12.30 Off Rec, 1, Burridge st, Leicester
 HOUNSELL, GEORGE COLLINS, Queen Victoria st, Merchant April 22 at 2.30 Bankruptcy bldgs, Carey st
 HUNTER, JOHN, Pwllheli, Carnarvon, Contractor May 3 at 11.45 Crown Hotel, Pwllheli
 IDLE, GEORGE H, West Smithfield, Provision Merchant April 27 at 11 Bankruptcy bldgs, Carey st
 JELLIE, JOHN STEPHENSON, Clifton, Bristol, Schoolmaster April 27 at 12 Off Rec, Baldwin st, Bristol
 JOHNSON, FREDERICK THOMAS, Deptford, Firewood Merchant April 22 at 11.30 24, Railway app, London bridge
 KAT, JOHN, Wigan, Grocer April 22 at 3 16, Wood st, Bolton
 KELLY, JOHN JOSEPH, Liverpool, General Dealer April 27 at 2.30 Off Rec, 35, Victoria st, Liverpool
 LAURENCE, JAMES, and JOSEPH REISCHER, Manchester, Merchants April 22 at 3 Off Rec, Byrom st, Manchester
 LEIGHTON, THOMAS, Gt Grimsby, Potter April 22 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 LEWIS, THOMAS, Pontycymmer, Glam April 22 at 11 Off Rec, 29, Queen st, Cardiff
 LOAD, JAMES, Byfield, Northampton, Butcher April 27 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton
 LUX, WALTER, Bellingham, Northumberland, Innkeeper May 3 at 11 Off Rec, 30, Mooley st, Newcastle on Tyne
 MORRIS, JOSEPH, Kingston upon Hull, Cordial Manufacturer April 22 at 11 Off Rec, Trinity House ln, Hull
 ONYETT, T E, Petty Cury, Cambridge April 22 at 3 Off Rec, 95, Temple chambers, Temple avenue
 RADFORD, WILLIAM HENRY, Burton on Trent, Fruit Merchant April 22 at 3 Midland Hotel, Station st, Burton on Trent
 SHEPARD, HENRY JAMES, Bedford, Florist April 22 at 11.30 Swan Hotel, Bedford
 SIMMONS, CHARLES EDWARD, Balsall Heath, Worcesters, Gas Fitter April 22 at 11 174, Corporation st, Birmingham
 SPILLER, CHARLES HENRY, Bristol, Beerhouse Keeper April 27 at 12.30 Off Rec, Baldwin st, Bristol
 SUTCLIFFE, ARTHUR, Featherstone, Yorks, Builder April 22 at 11 Off Rec, 6, Bond tee, Wakefield
 TIBBITTS, THOMAS WILLIAM, West Bromwich, Butcher May 4 at 2 County Court, West Bromwich
 TRESSLER, CARL EMMET AMANDUS FREDERICK LEOPOLD, Mark lane, Merchant April 22 at 11 Bankruptcy bldgs, Carey st
 WAYBORN, THOMAS JOHN, Exeter May 5 at 10.30 Off Rec, 13, Bedford circus, Exeter
 WHITE, W A, Inverness ter, Hyde Park April 27 at 2.30 Bankruptcy bldgs, Carey st
 WILLIAMS, THOMAS, Bx tton, Baker April 27 at 12 Bankruptcy bldgs, Carey st
 WOODS, THOMAS HENRY, Woodville, Derbys April 22 at 3.30 Midland Hotel, Station st, Burton on Trent

ADJUDICATIONS.

BROADBENT, JAMES, Buryton in Furness, Fishmonger Ulverston Pet March 3 Ord April 15
 BROCKLESBY, WILLIAM, Leeds Leeds Pet April 2 Ord April 14
 BROWN, GEORGE FREDERICK, Rushden, Northampton, Shoe Manufacturer Northampton Pet April 16 Ord April 16
 BROWN, JACOB, Cheltenham, Hawker Cheltenham Pet April 14 Ord April 14
 CHANDLER, SAMUEL WILLIAM, Bisle, nr Stroud, Farm Bailiff Gloucester Pet April 16 Ord April 16
 COX, HARRY, Boscombe, Hants, Wine Merchant Poole Pet March 12 Ord April 15
 DAVY, FREDERICK, Bolton, Coachbuilder Bolton Pet April 15 Ord April 15
 DEAN, JOHN, Bradford, Manufacturer Bradford Pet April 16 Ord April 16
 DEAN, WILLIAM ALBERT, Sunderland, Fruiterer Sunderland Pet March 14 Ord April 13

DEURY, SAMUEL, sen, Newhaven, Livery Stable Proprietor
Eastbourne Pet March 23 Ord April 14
FEWTELL, EDWARD, Linley, Salop, Farmer Leominster
Pet April 13 Ord April 14
FIRTH, ARTHUR OWEN, Mirfield, York, Farmer Dewsbury
Pet March 19 Ord April 15
FITZCLARENCE, The Hon W G, Worthing Brighton Pet
March 11 Ord April 15
FLETCHER, GEORGE, Long Eaton, Derby, Innkeeper Derby
Pet April 15 Ord April 15
FORBES, JOHN, Crown Arms, Salop, Butcher Leominster
Pet March 24 Ord April 16
GARDNER, JOSEPH, Newcastle upon Tyne, Fancy Stationer
Newcastle on Tyne Pet March 13 Ord April 13
GWATKIN, EDWIN WILLIAM, Uak, Mon, Builder Newport,
Mon Pet April 15 Ord April 15
HEERMANN, ADOLPHUS EDWARD, St Mary Axe, Commission
Agent High Court Pet April 13 Ord April 15
JONES, DAVY, Aberdeen, Giam Aberdeen Pet April 16
Ord April 16
KAY, JOHN, Wigan, Grocer Wigan Pet April 15 Ord
April 15
OSBORNE, WILLIAM HENRY, St George's rd, Southwark,
Publican High Court Pet March 13 Ord April 15
PROCTOR, CHARLES, Bethnal Green, Furniture Broker
High Court Pet March 17 Ord April 15
PAYCE, HARRY CHARLES, Dowdals, Giam, Bootmaker
Merthyr Tydfil Pet April 15 Ord April 15
RADFORD, WILLIAM HENRY, Burton on Trent, Fruit Mer-
chant Burton on Trent Pet April 14 Ord April 14
RAGAN, WALTER SCOTT, Old Kent rd, Fish Frier High
Court Pet April 14 Ord April 14
RHODES, MARY JOSEPH MATTHEW THOMAS STANISLAS
STANISLAS ALOYSIUS BASILE, Lordship 1a, Dulwich
High Court Pet March 11 Ord April 14
RIDGWAY, FRANK, Manchester Manchester Pet March 5
Ord April 16
RILEY, OWEN, Moss Side, nr Manchester, Grocer Salford
Pet March 16 Ord April 16
SAMUELS, JOSEPH, Stratford, Essex, Tailor High Court
Pet April 16 Ord April 16
SCURBS, JOSEPH, and HARRY SCURBS, Leeds, Butchers
Leeds Pet April 13 Ord April 13
TAYLOR, RICHARD COOPER, Hulme, Manchester, Beer-
seller Manchester Pet April 16 Ord April 16
TOWN, THOMAS, Newtown, Montgomery, Grocer Newtown
Pet April 5 Ord April 13
WATSON, THOMAS JOHN, Exeter Exeter Pet April 13
Ord April 13
WORSWICK, ALEXANDER JAMES, Holliwood, nr Oldham,
Builder Oldham Pet April 14 Ord April 14
ADJUDICATION ANNULLED.
HENRY, THOMAS, Kent, Clerk, Solicitor's Clerk Rochester
Adjud Dec 5, 1893 Annul Jan 12

COMMON DISEASES.

3.—THE KIDNEYS.

NEXT in order of importance to the liver, the kidneys play a most important part in the internal economy of the excretory organs. Their functions are solely purifying or excretory, by getting rid of effete products contained in the blood. Should they from any cause become inefficient, the uric acid which should be excreted is retained in the circulatory system, and gives rise to uric poisoning—ending fatally. There is no doubt that errors in eating and drinking give rise to all kidney troubles. When the X or Röntgen rays have been turned on to these wonderful organs, the high liver will be able to see what his excesses have led up to. He will see either the small, shrunken kidney caused by excessive indulgence in spirituous liquors, or the large, fatty kidney, degenerating as the result of over-eating and highly flavoured flesh food, without having taken the necessary exercise to counteract fatty formations. These few remarks are mainly due to the fact—which has been demonstrated beyond the shadow of a doubt—that *Kola*, and *Hopalia*, from *Hops*, both ingredients in Dr. Tibbles' Vi-Cocoa, exercise a most beneficial effect on the structural tissues of the kidney, and so on its excretory functions.

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The Chair will be taken at One o'clock precisely. The Accounts of the Society, with the Auditors' Report upon them, may be inspected by the Shareholders for 14 days previously to the Annual Meeting and during one month after it.

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William Alexander Tooke
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Lord Hobhouse.
Charles Plimpre Johnson, Esq.
Harry Wilmot Lee, Esq.
Sir Richard Nicholson.
Richard Pennington, Esq.
George Ernest Steward, Esq.
Edward Hugh Whitehead, Esq.

The Auditors retiring are:—
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John Henry Horton, Esq.
William Tanner Neve, Esq.
Charles Robert Roberts West, Esq.
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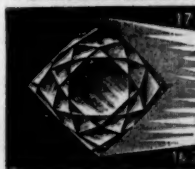
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